

CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, October 12, 2016**
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
- 6. APPROVAL OF AGENDA**
- 7. PUBLIC HEARINGS**
- 8. CITIZEN'S FORUM**

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

- 9. CITY MANAGER'S REPORT**
- 10. APPROVAL OF MINUTES**
 - A. September 28, 2016 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2nd READING**
 - B. ORDINANCES IN THE 3RD READING**
 - C. RESOLUTIONS**

- 13. NEW BUSINESS**
 - A. CONSENT CALENDAR**
 - 1. RAFFLE – Dover Youth Flag**
 - 2. RAFFLE – Longhill Dog Park**
 - 3. ROAD RACE – Dover High School Unified**
 - 4. ROAD TOLL – Relay for Life on behalf of the American Cancer Society**



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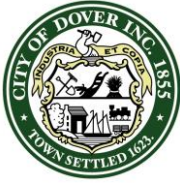
- 5. APPROVAL OF GREAT BAY ROWING LEASE - BUTLER BUILDING**
SPONSORED BY MAYOR WESTON BY REQUEST
- 6. APPROVAL OF UNIVERSITY OF NEW HAMPSHIRE LEASE AGREEMENT, BUTLER BUILDING**
SPONSORED BY MAYOR WESTON BY REQUEST
- 7. APPROVAL OF USE AGREEMENT WITH MARSHWOOD ICE HOCKEY CLUB, INC.**
SPONSORED BY MAYOR WESTON BY REQUEST
- 8. AUTHORIZATION TO EXECUTE GRANT AGREEMENT FOR GIS DATA ENHANCEMENT FUNDING FOR CITY OF DOVER**
SPONSORED BY MAYOR WESTON BY REQUEST
- 9. BOBCAT COMPACT TRACK LOADER, NATIONAL JOINT POWERS ALLIANCE BID RFP042815**
SPONSORED BY MAYOR WESTON BY REQUEST
- 10. ASBESTOS ABATEMENT STATE OF NEW HAMPSHIRE BID**
SPONSORED BY MAYOR WESTON BY REQUEST
- 11. B17011 SIX WHEEL DUMP TRUCK WITH PLOW EQUIPMENT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 12. B17008 WHITTIER STREET BRIDGE CONSTRUCTION**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 11. Pool Advisory Committee |
| 2. Planning Board | 12. Recreation Advisory Board |
| 3. Appointments Committee | 13. Solid Waste Advisory Commission |
| 4. Arena Commission | 14. Transportation Advisory Commission |
| 5. Arts Commission | 15. Joint Building Committee – Dover High School and Regional Career Technical Center |
| 6. Legislative Liaison | 16. Joint Building Committee – Garrison Elementary School |
| 7. Library Board of Trustees | 17. Dover Main Street |
| 8. McConnell Center Advisory Committee | |
| 9. Ordinance Committee | |
| 10. Parking Commission | |

B. RESOLUTIONS

- 1. WAIVER OF TAX DEEDING FOR UNPAID TAX LIENS**
SPONSORED BY MAYOR WESTON BY REQUEST



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- 2. ADOPTION OF FY2018-2023 CAPITAL IMPROVEMENTS PROGRAM
(TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 26, 2016, WITH CITY COUNCIL VOTE OCCURRING ON NOVEMBER 9, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 3. APPROPRIATION FOR FY2018 CAPITAL IMPROVEMENTS PROGRAM – NON-DEBT FINANCED PROJECTS
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 26, 2016, WITH CITY COUNCIL VOTE OCCURRING ON NOVEMBER 9, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 4. APPROPRIATION FOR FY2018 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 26, 2016, WITH CITY COUNCIL VOTE OCCURRING ON NOVEMBER 9, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**

C. ORDINANCES IN 1ST READING

- 1. CHAPTER 74, SECTION 2 – CEMETERIES
(TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 26, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 2. CHAPTER 166, SECTIONS 21, 41, 50, 56, 57, and 59 – VEHICLES AND TRAFFIC
(TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 26, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 3. CHAPTER 170, SECTION 8 – ZONING MAP
(TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 26, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**
- 4. CHAPTER 170, SECTION 32 – UPDATING THE DOVER ZONING ORDINANCE
(TO BE REFERRED TO A PUBLIC HEARING ON OCTOBER 26, 2016)
SPONSORED BY MAYOR WESTON BY REQUEST**

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



THE CITY MANAGER'S REPORT

October 12, 2016

***Month Reporting on:
September 2016***

*"Listen! The wind is rising, and the air is wild with leaves, we have
had our summer evenings, now for October eves!"*

- Humbert Wolfe

J. Michael Joyal, Jr.
City Manager



Legal Department

by Anthony Blenkinsop

The Office of General Legal Counsel provides legal support to the City Council, City Manager, city staff and volunteers on boards, commissions and committees of the City of Dover to assist efforts in providing services to our constituents and/or customers. In addition, legal support is also provided to the Dover School Board and Superintendent of Schools.

Right to Know Requests, pursuant to RSA 91-A

- Rochester, NH – Agenda materials after 08.31.2016 but before 09.22.2016
- Alton, NH – Attorney Volinsky invoices
- Londonderry, NH – Salary, benefit packages for employees
- Dover, NH – DBIDA public/nonpublic meeting minutes

Assistance to City Departments and/or Offices

City Council: Drafting/review of resolutions and ordinances;

City Manager: Review of documents for signature, 91-A requests; Resolutions;

Community Services: Acceptance of New City Road checklist; Water Use Restriction Ordinance; Right-of-Way issues

Finance: Discharges and Liens; Vendor letter; Nondisclosure Confidentiality Agreements; Notice of Mortgage Foreclosure Sale; Outside Counsel Auditor Letters

Parking Commission: Chapter 166 changes

Planning: Petition of Appeal of ZBA; Sale of Third Street Parking Lot Resolution; License Agreement; Drawing submission for CTAC;

Checklist for Acceptance of New City Road; Lot merger approval; Land Development Agreement

DBIDA: Letter of Intent

Police: Ordinance changes

Fire & Rescue: Statute of Limitations on building permit fees; NIMS Resolution; Standard Operating Guide; Notice of Privacy Practices

School Department: DALC MOU; Copier contract; Garrison JBC

Recreation: Garrison School potential expansion; Hockey Arena Lease; Butler Building Leases

Litigation

Clay v. City of Dover: Petitioner requested 15 day extension for filing brief (now due September 29, 2016)

City v. Joel Bernier: Motion for Contempt served upon Berniers; Hearing scheduled for October 20, 2016

City of Dover v. State of NH: (adequacy lawsuit) Court ruled in favor of Dover for last year's funding; Motion to Reconsider filed by Interveners on September 15, 2016.

Ventas Realty Limited Partnership v. City: (2014 tax year) Mediation held September 15, 2016; Bench Trial rescheduled for late February 2017.

Ventas Realty Limited Partnership v. City: (2015 tax year) City served with Petition for Abatement filed by Ventas

Judd, Hunt v. SELT, City of Dover and Secretary of US Dept of Agriculture: – case pending in United States District Court.

City v. Eric Carlson – filed Complaint with the Dover District Court regarding traffic signal accident; Filed Affidavit of Service with Court on September 12, 2016.

The use of outside counsel to handle specialty matters continues and consists of environmental matters and labor negotiations. There are a small number of attorneys hired on a variety of smaller matters.

	Current Month	FY17 YTD	FY16	FY15
Legal Matters/ Questions Handled	15	65	244	276
Document Creation/Review	28	69	267	180
Right to Know Requests Processed	4	18	66	103
Resolutions	3	9	53	54
Ordinances	3	5	29	21

Economic Development

by Dan Barufaldi

Summary:

Economic activity continues to increase in Dover and the region with some scattered indications of slowing growth rates. Most retailers, staffing firms and manufacturers report increased sales and revenues year over year. Dover hotels continue to report very high occupancy rates, commercial real estate activity is up slightly while residential real estate activity said to be constrained by inventory. Several local businesses report tight labor supplies, particularly for mid to high end skill sets. Experienced retail clerks and wait staff are also in short supply, with some small Dover restaurants restricting hours and/or open days due to the unavailability of qualified workers. Availability of entry level employees appears to be further limited due to the opioid crisis in the region. There is little movement

on pricing. Local firms are looking for more of the same going forward.

Selected Business Services:

Demand for consulting and advertising is up moderately over last year at this time. Software and IT services providers are experiencing improved results versus the previous year sales. Services to the healthcare sector have recently increased as walk-in convenient care centers are being added. Some consolidation is now being experienced in the institutional healthcare sector. Wentworth Douglas Hospital has recently announced a merger with Mass General that is part of an overall consolidation trend in institutional healthcare. It is expected to expand the range of medical specialties availability to the Dover market. WDH has just announced a new medical practice facility opening up at the Pease Tradeport and is rumored to be seeking a warehouse facility for medical supplies distribution locally. UNH is currently seeking 20,000 – 25,000 SF to lease to house programs formerly in the Goth building in Durham. Wages, while up significantly in critical skill areas, remain just above inflation, as do prices. These firms usually hire in classes to be trained at one time and usually do this in the summer season. To attract highly skilled workers in growing industries these firms are expanding their social media and technological attraction efforts. Increased health insurance costs remain a concern with the onset of the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost. Experienced wait staff is at a premium. Overall the sector is optimistic and expecting high single digit growth over the next two quarters and beyond.

Uncertainty regarding the Affordable Care Act, the slowing Chinese economy/ housing bubble, the exit of the UK from the EU, and the economic effects of Middle Eastern wars; the European migrant refugee problem effect on the European economies continue to produce a prevailing air of caution in this

and several other sectors with real local economic effect. Local walk-in healthcare centers are hiring strongly as these in demand skill sets become available.

Predictions for 2016 revenue growth are in the 5%- 15% range.

Commercial Real Estate:

Commercial real estate sales activity continued with moderate sustained growth locally, and with declining strength in the Boston and Portland markets. Demand locally has remained positive with several local commercial developments, mixed use infill, multifamily and assisted living investment projects coming to fruition. Office leasing continued soft this month. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong, especially for industrial space. Leasing fundamentals maintained a moderate pace of improvement in recent weeks, consistent with slow employment growth. A small amount of speculative office construction as part of mixed use building is now being done. Some recent mixed use developments are experiencing difficulty in filling the commercial component while booking the residential component immediately. The lending environment remains highly favorable to borrowers, with historically low interest rates and increasingly looser lending standards. Abundant investment capital continues to flow into commercial lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. The projected end of "quantitative easing" over time is probably going to extend past December due to the "BREXIT" effect. Leverage ratios are on the rise among some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains at a very healthy pace with local inventory in this category rising rapidly. The outlook remains cautiously optimistic across the region. Forecasts call for more slow improvement in fundamentals moving forward, pending

steady employment growth. Fiscal policy and uncertainty around the business and employment effects of the ACA and Medicaid expansion costs are producing uncertainty at both the state and federal levels and this is mentioned by some as a down side risk to employment growth that produces improvement in leasing and construction activity. Some major capital spending projects are underway and some about to be announced. One office/manufacturing building recently available in Enterprise Park has been purchased. The two formerly vacant buildings in the park are now occupied. The former CPI building in Enterprise Park has completed a September close. The former DKW building on Industrial Park Dr. is on the market and is attracting interest from a relocation candidate company. The Fosters building at 333 central Ave. was recently sold to a local service provider company for \$1.5 million.

Uncertainty over the outcome of the Presidential election is said to be limiting major moves by large companies in the short term.

(See Local Major Development Projects Section at end of report.)

Residential Real Estate:

Residential real estate markets continue to exhibit strong performance in the Seacoast. Home buyer confidence is up. Completed sales of single family homes increased year-over-year in Q2 and Q3. Low inventory levels locally are still thought to be limiting sales, but appear to be easing somewhat as rising prices are convincing sellers to put homes on the market before interest rates go up. Median selling prices continue to rise locally and are up 9% year-over-year 2014-2015. Condo sales though somewhat mixed regionally, are up locally as well, as are condo pricing and pending sales. Closed unit sales of both single family homes and condominiums improved very slightly over the past month. Sales and prices are up in the sector. Median sale prices in NH and in

Dover increased again in the period. Pending sales suggest the markets for single family houses and condos have finished well in 2015 and will continue to do well throughout 2016 and 2017.

Manufacturing & Related Services:

Most local manufacturers supplying domestic markets are now reporting some sustained strength in sales and improved year over year profits. A few local manufacturers are reporting lower sales than the same period a year ago due to a fall off in export sales brought on by the strong U.S. dollar and the reduction in mining and oil exploration equipment and parts sales caused by the low crude oil prices. One local aerospace provider has seen a fall off in revenues in the short term. Exporters to both Europe and China are concerned with the UK exit from the EU as well as with the macro-economics they're seeing in both markets. Negative results seen so far have been less than anticipated and probably caused more by uncertainty than anything else so far. The Chinese economy has slowed markedly and their investment in infrastructure, often purchased here, is also down significantly. Local manufacturers, for the most part, are experiencing growing sales. The recent EU economic problems and refugee influx from Iraq, Libya, Yemen and Syria, coupled with the economic problems in the Ukraine and Russia and the effects they will cause in world-wide markets and economies are a growing uncertainty and concern. Pickup truck and SUV sales are at an all time high due to the recently lower gasoline prices have slowed in the last month. Future auto sales will be impacted by the price moves in the volatile gasoline markets. Locally we are seeing confidence in auto sales expressed in two large dealership expansion and upgrade investments on Dover Point Road. Firms reporting on inventory levels are split with half citing flat inventory levels and half citing higher levels. Most contacts in the manufacturing sector indicate that both

staffing levels and wage growth are now headed up slightly. Capital investment is up locally. Foreign investment in the US is growing rapidly due to the uncertainties rampant in the Chinese, Brazilian, and European economies. Aerospace parts manufacturers are reporting a pause in formerly increasing sales. Some major capital spending projects are underway and some about to be announced. A number of other commercial projects are currently underway or about to be underway during this building season. Outlook for the balance of the year remains positive. Very few manufacturing buildings in the 20,000-30,000SF range are available locally. New builds recently include the Rand-Whitney Building (119,000 SF) and the first phase Stonewall Kitchens Building (89,000 SF). Buildings at 44 Venture drive and 111 Venture drive in Enterprise Park are in the process of fit out for new owners. The Silver Square development and roundabout are now well underway and making good progress.

Price pressures remain moderate. Regional manufacturers remain guardedly optimistic. Labor demand has been strong in IT and software. Aerospace, nursing, electronics, engineering, quality assurance tech and legal skills demand remain strong. Most firms in the field have begun to hire with wages beginning to move upward. Qualified workers in many tech skills areas are not available locally and a lack of a comprehensive worker training program locally is beginning to be detrimental to acquiring relocation candidate companies, especially when the local cost of electricity is folded into the mix. Recent reductions in the NH BPT and EPT are helpful but more is needed in both corporate tax reduction and regulatory relief to sustain the "NH Advantage".

Retail & Tourism:

Retailers contacted for this period continue to report store sales ranging from down slightly to up 2-4% increases year-over-year. Firms are hiring to replace departing employees and most are reporting difficulty in acquiring replacements locally. Contacts expect only modest gains in sales going forward, mirroring the modest gains expectations for the U.S. economy in the near future. Restaurants report expected sales increases of 1-2% heading into Q4. Local restaurants are having difficulty hiring wait staff to support desired expansions. The recent gasoline price declines have, so far, had a significant positive effect on retail, hotel and restaurant sales. Our Dover hotels are experiencing an unprecedented high occupancy rate as business travel has increased and we are getting shipyard and Air Force workers electing to get better value for their Fed per diem allowance by staying in and having dinner in Dover. The hockey tournaments are filling all regional hotels when they are held. On-line shopping has reinforced a "just-in-time" shopping mentality that has exacerbated erratic monthly sales results. Sears, Macys and Target are experiencing declining sales and are doing some store closings and layoffs. Walmart has initiated a multi-million dollar made-in-America program designed to provide several thousand jobs over the next two years. Many retailers are making infrastructure investments to participate more fully in on-line sales

Bus tours to Dover are fully booked for 2016 and part of 2017, Pricing has remained steady for now, but upward pressure on wage rates for experienced retail clerks and wait staff will eventually force prices to rise.

Local Major Development Projects:

- First Street Development
- Third Street Development
- McIntosh properties Development: About to break ground.
- Yacht Club Development
- Stonewall Kitchens Development
- Rand-Whitney Development: Ribbon cutting held
- Dover Parking Garage: performing as projected.
- Dover Police Station
- 49,000 SF at 27 production drive leased for manufacturing with a buy option
- Broadway mixed use development
- Purchase of 44 Venture drive: refit underway.
- Well over \$100,000,000 in Dover development underway.
- Enterprise Park Developments
- Purchase of a large underutilized Dover building anticipated shortly.
- The Old courthouse Building on First and 2nd is being transformed into a mixed use facility.

* NOTE: Non-local content contains excerpts from the Federal Reserve Beige Book-Boston.

Total Permits Issued: September 2016

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
16-177	THE WILDER COMPANIES	861A	CENTRAL AVENUE	TENANT FIT-UP FOR NAIL SALON	C	38-6	A-0	130000	1325
16-382	AT & T COMMUNICATIONS	7	ABBAY SAWYER MEMORIAL DRIVE	REMOVE & REPLACE 3 ANTENNAS	C	28-3	0-SL2	226000	2505
16-390	STEVE DUMONT	66	THIRD STREET	1ST FLOOR, INT. RENOVATIONS TO TEN	C	31	7-0-0	16200	185
16-392	COCHECHO MILLS HOLDINGS,	100	MAIN STREET	INSTALL 3 ANTENNAS TO EXISTING CHI	C	3	63B	68000	705
16-398	MEASURED PROGRESS	171	WATSON ROAD	INSTALL FIRE DOOR & INTERIOR RENO	C	E	33	12000	145
16-404	ANNUNCIATION GREEK ORTH	221	LONG HILL ROAD	INSTALL 3 20' X 30' TEMP. EVENT TENTS	C	A	18-D	2054	45
16-430	JALBERT	2-12	PIERCE STREET	REPAIR STRWY & CONST. A NEW DECK	C	4	22	4600	71
16-439	ST. THOMAS EPISCOPAL CHU	5	HALE STREET	REPAIR WATER DAMAGED WALLS & PR	C	9	116	8000	105
15-370	STF DEVELOPMENT CORP.	50	SHEFFIELD DRIVE	CONST. A 3 STORY MIXED USE BLDG, 1	C/R	K	37	1020000	10225
16-324	POINTE PLACE, LLC	1	POINTE PLACE	FOUR STORY MIXED USE STRUCTURE	C/R	K	19-5	7200000	72025
16-317	CITY OF DOVER	25	ALUMNI DRIVE	CONST. A FOUND. FOR A NEW HIGH SC	E/C	H	12	11180000	0
16-350	STABILE HOMES @ POINTE PL	22	SIERRA DRIVE	CONST. SFD W/ATT. 2 CAR GARAGE	R	K19	3-28	270000	2725
16-375	DESCHUYTNER	29	OAK STREET	CONST. A REAR DECK	R	27	257A	3500	65
16-379	TALBOT	23	BROWNING DRIVE	REPAIR DAMAGE FROM FIRE, TO INCLU	R	21	19-0-0	14143	165
16-383	PELLENZ	18	PICARD LANE	CONST. ADD. BEDROOM ABOVE GARA	R	A	19-6	25000	275
16-386	COPLEY PROPERTIES, LLC	114	WATSON ROAD	DEMO A SFD & REMOVE DEBRIS	R	C	2	8500	50
16-387	STOCKER	6	SULLIVAN DRIVE	ROOF MOUNTED SOLAR PANEL PV ARR	R	D	5-32	13300	155
16-394	CLAIRMONT	29	HUBBARD ROAD	CONST. A REAR DECK	R	K	14-37	14500	175
16-396	BUNGERT	46	FOURTH STREET	REPAIR SIDE PORCH, NO SIZE INCREAS	R	31	19-A	2500	55
16-402	LINDSAY	4	BAY VIEW ROAD	CONST. A 3 CAR ATT. GARAGE W/BEDR	R	J	00001	105000	1075
16-403	GREEN	124	DOVER NECK ROAD	CONST. A SFD WITH ATT. GARAGE	R	M	95B	392000	3945
16-408	DUBE	19	SHORE LANE	CONST. A DECK ADDITION	R	L	89G-5	15000	175

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
16-409	KOEKSENA	14	BACK RIVER ROAD	CREATE FIRST FLR BATHROOM & LAUN r		16	16	24300	265
16-410	JOHNSTONE	3	HILLCREST DRIVE	INSTALL A ROOF MOUNTED SOLAR PA	R	35	56-C	28800	315
16-411	COX	68	POLLY ANN TRAILER PARK	INSTALL A MANUFACTURED HOME ON	R	M	47C68	21000	235
16-412	ROSS	42	POLLY ANN TRAILER PARK	INSTALL A MANUFACTURED HOME ON	R	M	47C42	21000	235
16-413	HORAN	104	BELKNAP STREET	RENO. EXISTING BRZWAY, PROVIDE GA	R	12	112-A	21000	235
16-414	REVISION CONSTRUCTION, LL	65	HOUGH STREET	RENOV. INT. OF DWLLNG & ADD. HALF	R	35	45	39000	415
16-415	HURRINUS	5	MORNINGSIDE DRIVE	INSTALL A TEMPORARY RAMP	R	I	78-Q	3200	55
16-416	BOUTHDAVA	30	CHERRYWOOD DRIVE	INSTALL A ROOF MOUNTED SOLAR AR	R	B	4-3	38038	405
16-417	HAPGOOD	14	RICHARDSON DRIVE	INSTALL ROOF MOUNTED SOLAR PANE	R	F	34-W	10534	135
16-419	SYLVESTER	56	DURHAM ROAD	UNIT 7, CREATE A FRIST FLR BATHROO	R	I	9B7	5000	75
16-420	HOFFMAN	6	MEETINGHOUSE WAY	INSTALL A ROOF MOUNTED SOLAR PA	R	B18	29-0	16000	185
16-428	DOVER HOUSING AUTHORITY	25-32	ADDISON PLACE	INSTALL REPLACEMENT VINYL WINDO	R	E	65-C	39061	0
16-429	DOVER HOUSING AUTHORITY	17-24	ADDISON PLACE	INSTALLING VINYL REPLACEMENT WIN	R	E	65-C	39061	0
16-431	DEDE	143	LOCUST STREET	INSTALL A ROOF MOUNTED SOLAR AR	R	12	37	11631	145
16-432	WATTS	30	TENNYSON AVENUE	INSTALL 7 REPLACEMENT WINDOWS &	R	21	74	21000	235
16-443	SMITH	10	PONDVIEW DRIVE	INSTALL AN INGROUND SWIMMING PO	R	I	51A8	31000	335
16-445	DONAHUE	16	OLD STAGE ROAD	INSTALL A ROOF MOUNTED SOLAR PA	R	6	36-6	17556	205
16-448	RICKER	24	NEW YORK STREET	INSTALL A ROOF MOUNTED SOLAR PA	R	27	38	27000	295
16-449	MACGREGOR	43	EZRAS WAY	INSTALL ROOF MOUNTED SOLAR PANE	R	F-23	A-24	29000	315

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
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Total Permits Issued: 41

Total Construction Value: \$21,173,478.00

Total Fees Collected: \$100,281.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	4	Change of Use	0
Commercial Renovations	7	Commercial	2
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	1
Multi-Family Dwelling Units	0	Industrial	0
Industrial	0	Renovations	2
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	2	Multi-Family Dwelling Units	0
Single Family Dwelling	2	Single Family Dwellings	7
Renovations Dwelling Unit	25	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	1		
Accessory Dwelling Unit	0		
		Total	15

NAME	STREET NAME		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	L0T	EXPIRATION DATE	SCHOOL	Students**
Mixed Use														
Old Courthouse	First Street	A	10	0	10		6/14/2016	Site	P16-15	6	20		H	1.1
Hellenic Realty	Washington Street	A	25	0	25		6/14/2016	Site	P16-08	2	4		W	2.75
Yacht Club	Portland Ave	A	19	19	0	12/23/2014	10/14/2014	Site	P14-45	24	104	12/23/2019	H	2.09
Bradley Commons	Central Ave	A	45	0	45	2/10/2015	9/23/2014	Site	P14-34	27	2/3	2/10/2020	H	4.95
First Street @ Garrison	First Street	A	32	32	0	6/12/2014	2/25/2014	Site	P14-03	6	3	6/12/2019	H	3.52
Field and Foster	Central Ave	A	18	18	0	2/11/2014	11/12/2013	2/13/2014	P13-60	3	42	2/11/2019	H	1.98
Cochecho Falls Mills	Central Ave	A	120	120	0	12/20/2011	11/28/2011	Site	P11-60	3	3	12/20/2015	H	13.2
Total: Mixed Use			269	189	80									25.74
Multi-Family:														
Clay Hill	Henry Law Avenue	C	10	0	10	12/4/2015	7/28/2015	Site	P15-17	22	3	12/4/2021	W	1.1
First Rate Realty	Silver/Central	A	16	16	0	9/24/2013	6/25/2013	Site	P13-20	12	28	9/24/2018	W	1.76
Sherman School	School Street	C	48	0	48	9/27/2011	10/26/2010	Site	P10-39	3	10	9/27/2016	H	7.68
Paolini	Clancy Drive	C	12	12	0	1/9/2014	10/22/2013	Site	P13-37	1	12	1/9/2019	G	1.92
Lilac Gardens	Lilac Ln	A	120	72	48	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
Total: Multi-family			206	100	106									24.56
Subdivisions:														
Copley	Pear Drive	H	7	0	7		6/14/2016		P16-13	C	2		H	2.59
The Preserve	Isabella Drive	H	13	0	13	6/21/2016	12/14/2015		P15-16	H	14	6/21/2016	W	4.81
Indian Ridge	Emerald Ln	H	49	7	42	8/25/2015	6/23/2015	12/4/2015	P14-58	F	15	8/25/2015	W	18.13
Bellamy Ridge	Red Barn Dr	H	7	3	4	10/13/2015	8/25/2015	10/15/2015	P15-05	I	6-C	10/13/2020	G	2.59
Kelly Brook Meadows	Old Stage Road	H	9	9	0	4/29/2014	3/25/2014	5/9/2014	P14-01	G	36	4/29/2019	W	3.33
Foster's Way	Fosters Dr	H	5	2	3	9/17/2014	12/17/2013	9/17/2014	P13-49	L	89-1	9/17/2019	G	1.85
Kemen	Sixth St	H	1	1	0	4/29/2014	8/27/2013	5/1/2014	P13-43	B	1D	4/29/2019	H	0.37
Child's Subdivision	Childs Dr	H	19	15	4	4/9/2013	3/28/2013	3/29/2013	P12-20	N	8A-1	3/28/2018	H	7.03
Arch St	Fresian Drive	H	11	2	9	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	4.07
Labrador Woods	Labrador Dr	H	9	7	2	7/19/2010	5/25/2010	7/19/2010	P10-19	A	51-9	7/19/2014	H	3.33
Hidden Valley Drive	Hidden Valley Dr	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.7
Harbor Hills	Shore Rd	H	16	12	4	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.92
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	5	4	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	H	3.33
Picnic Rock	Back River Rd	H	21	7	14	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.77
Schooner Landing	Schooner Dr	H	10	9	1	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7
Pacific Landing	Pacific/Nye	H	15	15	0	2/8/2007	7/25/2006	2/8/2007	P05-72	E	49	2/18/2011	W	5.55
Goldberg/Tolend Rd Prop.	Stocklan Dr, etc	H	72	62	10	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	26.64
StoneCroft	Carriage Hill Ln	H	11	9	10	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	4.07
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	27	5	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84
Emerald Woods I & II	Emerald Ln	H	25	25	0	12/6/2004	9/28/2004	12/10/2004	P02-01	F	27	12/6/2008	W	9.25
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.48
Cornerstone Crossing III	Conerstone Dr	H	18	17	1	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66
Total: Single Family			373	245	136									109.89
Elderly:														
Pointe Place	Pointe Place	A	132	58	74		3/22/2016		P16-05	K	19		G	
Pointe Place	Sierra Dr	H	31	12	19	12/21/2015	11/19/2014	4/1/2016	P15-46	K	19	12/21/2021	G	
The Village at Thornwood	Jacqueline Dr/Sonia Dr	H	62	62	0	7/2/2008	3/13/2007		P06-55	M	4	7/2/2012	G	
Arbor Woods	Cielo Dr	H	61	48	13	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			286	180	106									
TOTAL APPROVED UNITS			1134	714	428									160

In addition to the construction activity on the attached spreadsheet the foundation for the new High School has been started. Renovations continue at the Mill Buildings.

Constrction and Inspections continue at Pointe Place, Silver Square and Bill Dube's new dealership continues.

The trend for roof top mounted solar systems continues with 6 building and electrical permits issued. Work continues at the largest commercial solar field in Dover on Littleworth Road.

Construction for new structures for the water department on Glenhill Road has began.

City of Dover
Bid Solicitation Report
For September 2016

10/4/2016

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services B17009	09/20/2016	10/20/2016	Pudding Hill Aquifer Interim Improvements	
Community Services B17015	09/29/2016	10/12/2016	Curbside Wee Control Spraying	
Community Services B17016	09/29/2016	10/12/2016	Snow Plow Cutting Edges	
Community Services B17014	09/29/2016	10/13/2016	Snow Plowing/Hauling Services for City Streets and Parking Lots	

**Report of Purchase Orders over 5k
September 30, 2016**

DAC	PO Date	PO No.	Vendor Name	Amount
Community Services Department	9/20/2016	201702588	EW SLEEPER COMPANY	\$5,290.00
Community Services Department	9/20/2016	201702584	BROX INDUSTRIES, INC.	\$5,306.32
Community Services Department	9/7/2016	201702069	IRVING OIL MARKETING, INC.	\$5,380.47
City Finance Office	9/6/2016	201701973	WILLDAN FINANCIAL SERVICES	\$5,600.00
Fire and Rescue	9/21/2016	201702645	DF RICHARD, INC.	\$7,450.00
Planning	9/28/2016	201702909	HOMELESS CENTER FOR STRAFFORD COUNTY	\$7,500.00
Planning	9/28/2016	201702906	COMMUNITY PARTNERS	\$7,500.00
Community Services Department	9/20/2016	201702593	SHOEM CORP.	\$7,650.00
Planning	9/28/2016	201702901	AIDS RESPONSE OF SEACOAST	\$7,900.00
Recreation	9/6/2016	201701971	MARTINEAU ELECTRIC, INC.	\$8,844.00
Planning	9/28/2016	201702907	CROSS ROADS HOUSE, INC.	\$9,500.00
Fire and Rescue	9/21/2016	201702671	SEACOAST CHIEF FIRE OFFICERS MUTUAL AID	\$10,216.47
Public Welfare Department	9/28/2016	201702915	COMMUNITY ACTION PARTNERSHIP STRAFFORD	\$11,000.00
Planning	9/28/2016	201702912	MY FRIENDS PLACE-CDBG GRANTS/SUBSIDYS	\$11,500.00
Executive	9/13/2016	201702282	CCMSI	\$13,087.02
Executive	9/13/2016	201702290	SHEEHAN, PHINNEY, BASS & GREEN	\$16,012.07
Planning	9/19/2016	201702471	MARTINI NORTHERN, LLC	\$18,000.00
Recreation	9/15/2016	201702390	GC/AAA FENCES, CO., INC.	\$21,525.00
Executive	9/28/2016	201702948	COAST	\$22,400.00
Planning	9/28/2016	201702916	STRAFFORD CAP-CDBG GRANTS & SUBSIDYS	\$25,000.00
Community Services Department	9/12/2016	201702176	UNH OFFICE OF SPONSORED RESEARCH	\$25,483.00
Community Services Department	9/21/2016	201702659	ROBERT H. IRWIN MOTORS, INC.	\$27,601.00
Community Services Department	9/6/2016	201702039	ROBERT H. IRWIN MOTORS, INC.	\$31,292.00
Community Services Department	9/20/2016	201702616	EASTERN PIPE SERVICES, LLC.	\$40,600.00
Planning	9/28/2016	201702950	WOODMAN INSTITUTE	\$45,000.00
Community Services Department	9/26/2016	201702789	AGGREGATE RECYCLING CORP	\$65,675.00
Planning	9/8/2016	201702143	MONADNOCK COMMERCIAL BUILDING CO.	\$94,754.00
Community Services Department	9/14/2016	201702359	STILES COMPANY INC.	\$102,590.00
Community Services Department	9/6/2016	201701970	MORTON SALT, INC.	\$271,620.00

City of Dover

Expenditures of Major Funds September 30, 2016 (General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 444,459	\$ 23,147	\$ 57,550	13.0%	\$ 386,909	\$ 20,252	\$ 366,657	82.5%
Executive	918,106	57,813	185,970	20.0	732,136	331,197	400,939	43.7
Finance	1,808,151	137,586	454,563	25.0	1,353,588	982,940	370,648	20.5
Planning	661,252	62,400	178,160	27.0	483,092	335,730	147,362	22.3
Misc General Government	1,004,542	44,693	153,571	15.0	850,971	51,455	799,515	79.6
Police	8,537,733	705,868	2,070,063	24.0	6,467,670	3,978,370	2,489,301	29.2
Fire & Rescue	8,610,508	753,275	2,094,444	24.0	6,516,064	3,532,194	2,983,870	34.7
Community Service Public Works	6,968,806	396,997	1,050,887	15.0	5,917,919	2,876,932	3,040,987	43.6
Recreation	2,140,481	144,332	471,316	22.0	1,669,165	709,771	959,394	44.8
Public Library	1,300,849	113,006	295,573	23.0	1,005,276	663,300	341,976	26.3
Public Welfare	836,183	64,046	156,006	19.0	680,177	153,297	526,879	63.0
Debt Service	12,865,680	-	658,814	5.0	12,206,866	11,756,290	450,576	3.5
Other Financing Sources/Uses	3,521,696	-	230,419	7.0	3,291,277	-	3,291,277	93.5
School	49,542,420	3,549,647	6,187,554	12.0	43,354,866	40,959,719	2,395,147	4.8
Intergovernmental	8,643,721	-	-	0.0	8,643,721	-	8,643,721	100.0
Sub-total : 1000 General Fund	\$ 107,804,587	\$ 6,052,808	\$ 14,244,891	13.2%	\$ 93,559,696	\$ 66,351,448	\$ 27,208,248	25.2%
3213 Parking Activity Fund								
Police	\$ 850,720	\$ 38,506	\$ 89,925	11.0%	\$ 760,795	\$ 327,693	\$ 433,102	50.9%
Sub-total : 3213 Parking Activity Fund	\$ 850,720	\$ 38,506	\$ 89,925	10.6%	\$ 760,795	\$ 327,693	\$ 433,102	50.9%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,020,143	\$ 96,389	\$ 201,598	20.0%	\$ 818,545	\$ 687,081	\$ 131,464	12.9%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,020,143	\$ 96,389	\$ 201,598	19.8%	\$ 818,545	\$ 687,081	\$ 131,464	12.9%
3381 McConnell Center Fund								
Recreation	\$ 931,928	\$ 28,576	\$ 79,373	9.0%	\$ 852,556	\$ 598,905	\$ 253,650	27.2%
Sub-total : 3381 McConnell Center Fund	\$ 931,928	\$ 28,576	\$ 79,373	8.5%	\$ 852,556	\$ 598,905	\$ 253,650	27.2%
3410 Recreation Special Revenue Fund								
Recreation	\$ 616,951	\$ 71,475	\$ 182,034	30.0%	\$ 434,917	\$ 89,384	\$ 345,533	56.0%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 616,951	\$ 71,475	\$ 182,034	29.5%	\$ 434,917	\$ 89,384	\$ 345,533	56.0%
5300 Water Fund								
Community Service Public Works	\$ 5,159,016	\$ 197,228	\$ 857,003	17.0%	\$ 4,302,013	\$ 1,328,061	\$ 2,973,952	57.6%
Sub-total : 5300 Water Fund	\$ 5,159,016	\$ 197,228	\$ 857,003	16.6%	\$ 4,302,013	\$ 1,328,061	\$ 2,973,952	57.6%
5320 Sewer Fund								
Community Service Public Works	\$ 7,661,413	\$ 265,431	\$ 1,208,689	16.0%	\$ 6,452,724	\$ 1,842,654	\$ 4,610,070	60.2%
Sub-total : 5320 Sewer Fund	\$ 7,661,413	\$ 265,431	\$ 1,208,689	15.8%	\$ 6,452,724	\$ 1,842,654	\$ 4,610,070	60.2%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 1,325,164	\$ 71,958	\$ 187,423	14.0%	\$ 1,137,742	\$ 377,279	\$ 760,462	57.4%
Sub-total : 6100 Dovernet Fund	\$ 1,325,164	\$ 71,958	\$ 187,423	14.1%	\$ 1,137,742	\$ 377,279	\$ 760,462	57.4%
Total : EXPENDITURES	\$ 125,369,923	\$ 6,822,372	\$ 17,050,935	13.6%	\$ 108,318,988	\$ 71,602,506	\$ 36,716,482	29.3%

City of Dover

Revenues of Major Funds
September 30, 2016

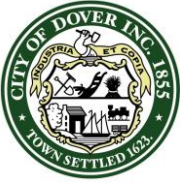
(General Fund Includes Property Taxes and Education Revenues)

	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Uncollected
REVENUES								
1000 General Fund								
Taxes	\$ 76,972,539	\$ 198,408	\$ 1,871,789	2.0%	\$ 75,100,750	\$ -	\$ 75,100,750	(97.6)%
Licenses & Permits	5,643,130	686,787	1,709,733	30.0	3,933,397	-	3,933,397	69.7
Intergovernmental	2,153,358	4,578	191,233	9.0	1,962,125	-	1,962,125	91.1
Charges for Services	3,624,057	187,579	630,919	17.0	2,993,138	-	2,993,138	82.6
Miscellaneous Revenue	586,851	84,097	223,555	38.0	363,296	-	363,296	61.9
Education	18,302,895	1,893,155	2,061,495	11.0	16,241,400	-	16,241,400	88.7
Operating Transfers In	426,757	-	-	0.0	426,757	-	426,757	100.0
Other Financing Sources	95,000	-	15,616	16.0	79,384	-	79,384	83.6
Sub-total : 1000 General Fund	\$ 107,804,587	\$ 3,054,604	\$ 6,704,341	6.0%	\$ 101,100,246	\$ -	\$ 101,100,246	93.8%
3213 Parking Activity Fund								
Licenses & Permits	\$ 195,720	\$ 14,843	\$ 50,819	26.0%	\$ 144,902	\$ -	\$ 144,902	74.0%
Parking Income	495,000	40,713	135,530	27.0%	359,470	-	359,470	72.6%
Parking Fines	160,000	12,586	37,094	23.0%	122,906	-	122,906	76.8%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 850,720	\$ 68,142	\$ 223,443	26.0%	\$ 627,277	\$ -	\$ 627,277	73.7%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ -	0.0%	\$ 9,556	\$ -	\$ 9,556	100.0%
Charges for Services	930,000	78,892	249,714	27.0%	680,286	-	680,286	73.1%
Miscellaneous Revenue	0	24	84	0.0	(84)	-	(84)	0.0
Other Financing Sources	2,980	-	-	0.0	2,980	-	2,980	100.0
Sub-total : 3320 Residential Solid Waste	\$ 942,536	\$ 78,917	\$ 249,798	27.0%	\$ 692,738	\$ -	\$ 692,738	73.5%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 718,028	\$ 27,714	\$ 143,610	20.0%	\$ 574,418	\$ -	\$ 574,418	80.0%
Operating Transfers In	209,476	42,553	77,020	37.0	132,456	-	132,456	63.2
Sub-total : 3381 McConnell Center	\$ 927,504	\$ 70,267	\$ 220,630	24.0%	\$ 706,874	\$ -	\$ 706,874	76.2%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 420,655	\$ 20,348	\$ 116,151	28.0%	\$ 304,504	\$ -	\$ 304,504	72.4%
Miscellaneous Revenue	15,500	76	476	0.0	15,024	-	15,024	96.9
Operating Transfers In	15,500	-	-	0.0	15,500	-	15,500	100.0
Other Financing Sources	151,754	-	-	0.0	151,754	-	151,754	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 603,409	\$ 20,424	\$ 116,627	19.0%	\$ 486,782	\$ -	\$ 486,782	80.7%
5300 Water Fund								
Charges for Services	\$ 4,948,191	\$ 501,305	\$ 1,417,275	29.0%	\$ 3,530,916	\$ -	\$ 3,530,916	71.4%
Miscellaneous Revenue	70,500	30,287	42,436	60.0	28,064	-	28,064	39.8
Sub-total : 5300 Water Fund	\$ 5,018,691	\$ 531,592	\$ 1,459,711	29.0%	\$ 3,558,980	\$ -	\$ 3,558,980	70.9%
5320 Sewer Fund								
Intergovernmental	\$ 4,458	\$ -	\$ -	0.0%	\$ 4,458	\$ -	\$ 4,458	100.0%
Charges for Services	6,505,810	636,059	1,762,229	27.0	4,743,582	-	4,743,582	72.9
Miscellaneous Revenue	57,000	3,952	14,708	26.0	42,292	-	42,292	74.2
Other Financing Sources	939,132	-	-	0.0	939,132	-	939,132	100.0
Sub-total : 5320 Sewer Fund	\$ 7,506,400	\$ 640,011	\$ 1,776,937	24.0%	\$ 5,729,463	\$ -	\$ 5,729,463	76.3%
6100 Dovernet Fund								
Charges for Services	\$ 891,162	\$ 44,993	\$ 215,404	24.0%	\$ 675,758	\$ -	\$ 675,758	75.8%
Miscellaneous Revenue	25,000	-	-	0.0	25,000	-	25,000	100.0
Operating Transfers In	-	-	-	0.0	0	-	0	#DIV/0!
Other Financing Sources	235,524	-	-	0.0	235,524	-	235,524	100.0
Sub-total : 6100 Dovernet Fund	\$ 1,151,686	\$ 44,993	\$ 215,404	19.0%	\$ 936,282	\$ -	\$ 936,282	81.3%
Total : REVENUES	\$ 124,805,533	\$ 4,508,949	\$ 10,966,890	9.0%	\$ 113,838,643	\$ -	\$ 113,838,643	91.2%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) September 30, 2016

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,305,350	90,138	206,603	15.8	1,098,747	0	1,098,747	84.2
Expenditures	971,746	74,846	203,519	20.9	768,227	376,567	391,661	40.3
Debt Service								
Principal	291,765	0	0	-	291,765	0	291,765	100.0
Interest	41,839	0	1,828	4.4	40,011	0	40,011	95.6
	0	15,292	1,256	0.0	(1,256)	(376,567)	375,311	-



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, September 28, 2016**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor O'Connor led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Ciotti, Councilor Gagnon, Councilor Gasses, Councilor Greenshields, Councilor O'Connor, Councilor Shanahan, and Councilor Thibodeaux.

Also Present: Assistant City Manager Parker, General Legal Counsel Blenkinsop, and City Clerk Lavertu.

5. PROCLAMATIONS/AWARDS

6. APPROVAL OF AGENDA

7. PUBLIC HEARINGS

A. SALE OF THIRD STREET PARKING LOT MAP 6 LOT 54A AND ACCEPTANCE OF TERM SHEET FOR LAND DEVELOPMENT AGREEMENT WITH CHANGING PLACES, LLC

SPONSORED BY MAYOR WESTON BY REQUEST

Dover Economic Developer Director Daniel Barufaldi: He spoke on behalf of the Dover Business and Industrial Development Authority (DBIDA) and said they were in favor of this project.

Mayor Weston, seeing no one else wishing to speak, closed the Public Hearing.

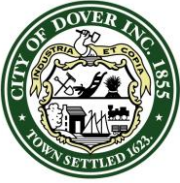
8. CITIZEN'S FORUM

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

Belle Greenshields, 13 South Watson Lane: She spoke about changing the rules and allowing people to walk their dogs in Pine Hill Cemetery.

Simon Allie, 66 Stocklan Circle: He spoke against a blanket ban on watering lawns.

Mayor Weston, seeing no one else wishing to speak, closed the Citizen's Forum.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, September 28, 2016**
Meeting Time: **7:00 pm**

9. CITY MANAGER'S REPORT

Assistant City Manager Parker stated that the City Manager's Report has been submitted in writing. He said he will answer questions if he can or he'll submit them to the City Manager to get back to the Council.

Deputy City Manager Steele gave an overview of the water ban ordinance that will be brought forward to the Council in October.

Deputy Mayor Carrier asked about the Citizen's Forum comments regarding dogs in the Cemetery.

Assistant City Manager Parker said the ordinance change to ban dogs was brought to the Council by the Cemetery and he was going to recommend the person to start with them first regarding a change.

Deputy Mayor Carrier moved to accept the City Manager's Report; seconded by Councilor Greenshields.

Vote: 9/0.

10. APPROVAL OF MINUTES

A. September 7, 2016 – Workshop Session

B. September 14, 2016 – Regular Meeting

Deputy Mayor Carrier moved for their approval; seconded by Councilor Ciotti.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Weston listed the events she attended: Tri-City Coalition meeting in Rochester, Cochecho Waterfront Development Advisory Committee (CWDAC), Joint Building Committee for Garrison Elementary School, a Main Street Business meeting, and the Transportation Advisory Commission meeting.

Assistant City Manager Parker gave an overview of the Silver Street roundabout construction and signage.

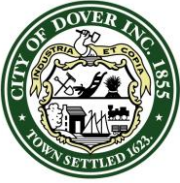
Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, September 28, 2016**
Meeting Time: **7:00 pm**

C. RESOLUTIONS

1. REPROGRAMING UNEXPENDED BOND PROCEEDS FOR VHB SCOPE OF WORK AND AWARD TO VHB FOR SPAULDING TURNPIKE CONSTRUCTION OVERSIGHT SERVICES

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.
Roll Call Vote: 9/0.

2. SALE OF THIRD STREET PARKING LOT MAP 6 LOT 54A AND ACCEPTANCE OF TERM SHEET FOR LAND DEVELOPMENT AGREEMENT WITH CHANGING PLACES, LLC

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor O'Connor.
Mayor Weston, referring to the Term Sheet, asked if it was possible that the eight parking spaces go to the Transportation Center only and not the Chestnut Street Lot.
Assistant Manager Parker said they will make that change in the final version of the Term Sheet.

Mayor Weston asked for Council consensus for the change.

There was consensus.

Roll Call Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

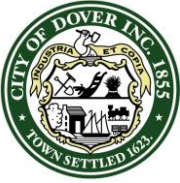
- 1. PARADE – Dover Children's Center (Dover Holiday Parade)**
- 2. RAFFLE – Dover Rotary Charities**
- 3. RAFFLE – Zebra Crossings**
- 4. ROAD RACE – Zebra Crossings – Moms on the Run**
- 5. TAG – Dover Youth Flag**
- 6. TAG – Seacoast Titans Football and Cheer**

7. DOVER PUDDING HILL AQUIFER WITH EMERY & GARRETT GROUNDWATER INVESTIGATIONS LLC (B13045) & UNDERWOOD ENGINEERS (B14074)

SPONSORED BY MAYOR WESTON BY REQUEST

8. SETTING VOTING HOURS FOR THE NOVEMBER 8, 2016 STATE GENERAL ELECTION

SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, September 28, 2016**
Meeting Time: **7:00 pm**

COMMITTEE REPORTS

1. School Board
2. Planning Board
3. **Appointments Committee**
4. Arena Commission
5. Arts Commission
6. Legislative Liaison
7. Library Board of Trustees
8. McConnell Center Advisory Committee
9. Ordinance Committee
10. Parking Commission
11. Pool Advisory Committee
12. Recreation Advisory Board
13. Solid Waste Advisory Commission
14. Transportation Advisory Commission
15. Joint Building Committee – Dover High School and Regional Career Technical Center
16. Joint Building Committee – Garrison Elementary School
17. Dover Main Street

Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor Shanahan.

Mayor Weston asked the Council if they had items they would like pulled for further discussion.

Councilor Thibodeaux pulled Item #13.A.7.

Councilor Greenshields pulled Item #13.A.8.

Deputy Mayor Carrier pulled the Appointments Committee Report.

Mayor Weston asked for a vote on the remaining items of the Consent Calendar.

Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.7.; seconded by Councilor Thibodeaux.

The Council discussed the need for a surety bond for this project.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item #13.A.8.; seconded by Councilor Greenshields.

Vote: 9/0.

Deputy Mayor Carrier gave an overview of the Appointments Committee Report and recommended the following appointments:

New Appointment: James Boos – Recreation Advisory Board

Vote: 9/0.

Appointment for another term: Aimee Blesing – Arts Commission

Vote: 9/0.

Appointment to the Waterfront TIF Advisory Board:

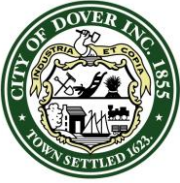
In District Members (3): George Maglaras, Karen Mairs, Kevin McEneaney

Out of District Member (1) – Tom Thompson

Mayor Weston appointed Councilor Gasses as the Council member.

Vote: 9/0.

Deputy Mayor Carrier listed the current openings.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, September 28, 2016**
Meeting Time: **7:00 pm**

B. RESOLUTIONS

1. ESTABLISHMENT OF GARRISON ELEMENTARY SCHOOL TRUST FUND SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Gagnon.
Vote: 9/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Mayor Weston gave an overview of the City Council schedule. She said October 1, 2016 is Apple Harvest Day, and on October 8, 2016 she will be holding her Coffee with the Mayor.

Councilor O'Connor spoke about the Silver Street roundabout slowing traffic down.

16. ADJOURNMENT

Councilor Greenshields moved to adjourned; seconded by Deputy Mayor Carrier.
Vote: 9/0.



**PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE**

Check(☒) the type of application:

RAFFLE* ☒ , TAG* _____, BLOCK PARTY** _____,

Fill In Completely and Return To City Clerk – PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Dover Youth FLAG

Federal Tax ID number for Organization: 47-4736549

Check (☒) Nature of Organization:

Religious _____, Educational _____, Charitable _____, Civic _____, Sports ☒, Veterans _____, Fraternal or Political _____, Other _____
(Describe) Youth FLAG Football League 1st-8th Grade

Contact Person: Justin Marasca Day Time Telephone: 603-817-4217

Address: Po Box 2223 Dover NH 03821 Email: justin@doverflag.org

Purpose of Permit: Calendar Raffle

Date of Event: Nov 25th, 2016 Specific Time: _____

Location of Event: _____

*****RAFFLE / TAG PERMITS*****

Prize (s) To Be Awarded: \$25, \$50, \$100

Cost of Ticket: \$5.00 Date of Drawing: Nov, 7th 2016

Place of Drawing: _____

* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at

<http://www.doj.nh.gov/charitable-trusts/faq.htm>

*****BLOCK PARTY PERMITS*****

**NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

Block Party Location (attach map if more than one street is affected): _____

Police Department Block Party Approval Signature: _____

Printed Name: _____

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A , RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Justin Marasca DATE: 9/25/16

(duly authorized)

PRINTED NAME: Justin Marasca

Licensing Board Approval [Signature] Date: 10/1/16



**PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE**



Check(☒) the type of application:

RAFFLE* ☒, TAG* _____, BLOCK PARTY** _____,

Fill In Completely and Return To City Clerk – PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Longhill Dog Park
 Federal Tax ID number for Organization: money is given to Dover Rec. Dept.
 Check (☒) Nature of Organization:
 Religious _____, Educational _____, Charitable _____, Civic _____, Sports ☒, Veterans _____, Fraternal or Political _____, Other _____
 (Describe) All funds raised go to Dover Rec. Dept.
 Contact Person: Peg Purcell Day Time Telephone: 603-767-3467
 Address: 9A Lexington St. Dover Email: purcellmgate@comcast.net
 Purpose of Permit: misc. fund raiser
 Date of Event: 10-29-16 Specific Time: 8am - 3pm
 Location of Event: Longhill Dog Park

*****RAFFLE / TAG PERMITS*****

Prize (s) To Be Awarded: 50/50 raffle
 Cost of Ticket: \$1.00 ea / 16 for 50 Date of Drawing: 10-29-16
 Place of Drawing: Longhill Dog Park

* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at

<http://www.doj.nh.gov/charitable-trusts/faq.htm>

*****BLOCK PARTY PERMITS*****

**NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

Block Party Location (attach map if more than one street is affected): _____

Police Department Block Party Approval Signature: _____

Printed Name: _____

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: [Signature] DATE: 9-20-16
(fully authorized)

PRINTED NAME: Peg Purcell

Licensing Board Approval [Signature] Date: 9/22/16



**PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE**

Check (✓) the type of application:

PARADE** X, ROAD TOLL*** _____

*approved for 10/6/16
needs approval for 11/6/16*

Fill In Completely and Return To City Clerk – PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Dover High School Unified
Federal Tax ID number for Organization: 02-6-000230

Check (✓) Nature of Organization:

Religious _____, Educational ✓, Charitable ✓, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____

Name/Description of Event (if applicable): Yes I Can 5K

Contact Person: MJ Hippert Day Time Telephone: 603 767 7833

Address: 64 Victoria Dr Somersworth Email: m.hippert@dover.k12.nh.us

Date of Event: 10/6/16 Specific Time: 11:00am

Location of Event (if parade, attach course description or map): Dover High School - Copy enclosed

*****PARADE PERMITS*****

****NOTE: ALL REQUESTS FOR PARADE PERMITS MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA**

Police Department Parade Route Approval Signature: [Signature]

Printed Name: Sgt. Mark Speidel Check Here If Parade Route Is Attached: _____

*****ROAD TOLL PERMITS*****

*****NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT**

Road Toll Location: _____

Police Department Road Toll Approval Signature: _____

Printed Name: _____

Unless expressly waived in writing by the Licensing Board, the Organization agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, and/or damages arising out of the event, and to name the City of Dover as an additional insured on its general liability insurance policy in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Organization/Applicant shall provide the City a certificate of insurance evidencing such additional insured status no less than fifteen (15) days prior to the event.

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL per the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Mary Jean Hippert DATE: 8/17/16

(duly authorized)

PRINTED NAME: Mary Jean Hippert

Licensing Board Approval [Signature] Date: 9/28/16



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check(☒) the type of application:

PARADE** _____, ROAD TOLL*** ☒

Fill In Completely and Return To City Clerk -- **PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT**

Organization Name: Relay for Life on behalf of American Cancer Society
Federal Tax ID number for Organization: 13-1788491

Check(☒) Nature of Organization:

Religious _____, Educational _____, Charitable ☒, Civic _____, Sports _____, Veterans _____, Fraternal or Political _____, Other _____

Name/Description of Event (if applicable): fundraising road toll for ACS

Contact Person: Erin Frost Day Time Telephone: (603) 759 3943

Address: 33 Greenwich Rd Litchfield, NH 03052 Email: epf2000@wildcats.unh.edu

Date of Event: Oct. 22, 2016 Specific Time: 9 am - 1 pm

Location of Event (if parade, attach course description or map): intersection Rt 108 and Oak St

*****PARADE PERMITS*****

****NOTE: ALL REQUESTS FOR PARADE PERMITS MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA**

Police Department Parade Route Approval Signature: _____

Printed Name: _____ Check Here If Parade Route Is Attached: _____

*****ROAD TOLL PERMITS*****

*****NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT**

Road Toll Location: _____

Police Department Road Toll Approval Signature: _____

Printed Name: _____

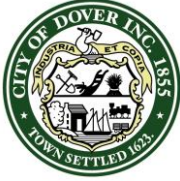
Unless expressly waived in writing by the Licensing Board, the Organization agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, and/or damages arising out of the event, and to name the City of Dover as an additional insured on its general liability insurance policy in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Organization/Applicant shall provide the City a certificate of insurance evidencing such additional insured status no less than fifteen (15) days prior to the event.

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL per the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Erin Frost DATE: 9/29/16
(duly authorized)

PRINTED NAME: Erin frost

Licensing Board Approval _____ Date: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2016.10.12 – 130**

Resolution Re: Approval of Great Bay Rowing Lease - Butler Building

WHEREAS: Great Bay Rowing seeks to renew its Lease Agreement with the City of Dover in order to utilize the City's Butler Building and conduct rowing activities on the Cochecho River; and

WHEREAS: Great Bay Rowing shares the Butler Building with the University of New Hampshire, with each entity entering into a separate Lease Agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is the Butler Building, River Street, Dover, New Hampshire, which contains a total of 2,080 square feet.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The City Manager is authorized to sign a Lease Agreement for the Butler Building with Great Bay Rowing for a term from September 1, 2016 to August 31, 2017, for the rental rate of \$1.00 for the term.

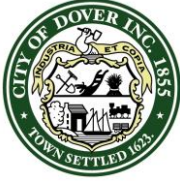
AUTHORIZATION

Approved as to Funding: Daniel Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved as to Legal Form
and Compliance:: Anthony I. Blenkinsop
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2016.10.12 – 130**

Resolution Re: Approval of Great Bay Rowing Lease - Butler Building

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This Lease Agreement is to provide storage space for rowing related equipment for a rowing program on the Cochecho River for the coming year. Use of the Butler Building would be shared between the City, the University of New Hampshire and Great Bay Rowing.

See Lease Agreement attached with Exhibit A.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between:

LESSOR: **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipality with a mailing address of 288 Central Ave., Dover, New Hampshire 03820 ("Lessor");
and

LESSEE: **GREAT BAY ROWING**, a New Hampshire voluntary corporation with a mailing address of P. O. Box 846, Durham, New Hampshire 03824 ("Lessee").

IN CONSIDERATION of the payment of rent and other charges and the covenants and conditions set forth in the following Lease, Lessor and Lessee hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises owned by the Lessor in Dover, New Hampshire:

Interior space consisting of approximately one thousand forty (1,040) square feet (the "Leased Premises") of the 2,080 square feet, in what is known as the Butler Building, located on River Street, Dover, New Hampshire.

The Leased Premises does not include either the land lying thereunder or the exterior walls or roof of the building in which the Leased Premises are located. The Lessee understands that the other 1,040 square feet of the Butler Building is leased to the University of New Hampshire.

1.2 The Leased Premises are leased subject to all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof.

ARTICLE 2 - TERM OF LEASE

The term of this Lease ("Term") commences on **September 1, 2016** and expires at midnight on **August 31, 2017**.

ARTICLE 3 - RENT

Lessee shall, through the Term of this Lease, pay to Lessor rent for the Leased Premises in the amount of **One Dollar (\$1.00)**. The rental rate includes the cost of electricity. The rental

rate for this Term is reflective, in part, of the desire of the parties to determine, on a trial basis, whether the Leased Premises is a viable location from which to operate rowing activities.

ARTICLE 4 - USE OF PREMISES

4.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **the storage of paddle water craft and related equipment** and for no other purpose without the Lessor's prior written consent.

4.2 Lessee shall not permit the use or occupancy of the Leased Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Not display/store merchandise/equipment outside the Leased Premises without the permission of the Lessor nor in any way obstruct the entrances and walkways; and store all trash and refuse in appropriate containers within the Leased Premises.

(b) Keep the Leased Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition.

(c) Not use the Leased Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

ARTICLE 5 - INSTALLATIONS AND ALTERATIONS

Lessee shall not make, or permit to be made, any other alterations, improvements, and/or additions of any kind or nature to the Leased Premises or any part thereof except with the prior written consent of Lessor and following submission of plans and specifications therefore. All alterations, improvements and additions to the Leased Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the Leased Premises and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the Term or the earlier termination of this Lease; provided however, if before the termination of this Lease, or within 15 days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Leased Premises by Lessee and which are designated in the notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may affect the removals and repairs at Lessee's expense.

ARTICLE 6 - INSURANCE AND INDEMNITY

6.1 Lessee, at its option, shall maintain and keep in full force fire and extended coverage insurance on its personal property in the Leased Premises.

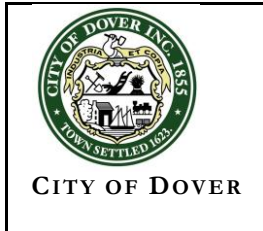
6.2 Lessee shall provide and keep in force during the term hereof, in the name of Lessor and Lessee, as their respective interests may appear, general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Leased Premises, in an amount not less than \$1,000,000 in respect to injuries to any one person, not less than \$1,000,000 in respect to any one incident, and not less than \$500,000 in respect to property damage. All insurance required to be maintained by Lessee shall name Lessor as additional insureds and shall be with an insurance company satisfactory to Lessor.

6.3 Lessee agrees to pay, and to protect, defend, indemnify and save harmless Lessor from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Space;
- (ii) any act or omission of Lessee or its agents, officers or employees;
- (iii) violation by Lessee of any agreement or condition of this Lease; or
- (iv) violation by Lessee of any law, ordinance or regulation affecting the Space or any part thereof or the ownership, occupancy or thereof.

ARTICLE 7 - COMMON PARKING AREAS AND WATER ACCESS

Lessor hereby grants to Lessee, during the term of this Lease, the nonexclusive right to use, in common with all others so entitled, the Common Parking Areas outside of the Butler Building, as shown on the map attached here to as Exhibit A. The Common Parking Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of the Common Parking Areas; (b) close any or all portions of the Common Parking Areas to such extent and for such time as it deems necessary; and (c) make changes, additions, deletions, alterations or improvements in and to such Common Parking Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Leased Premises except as provided above. In no instance shall the Lessee utilize said Common Parking Areas overnight. Lessee shall also have the right to utilize the City-owned property on which the Butler Building is located to access the Cocheco River as shown on Exhibit A, said access to be in accordance and consistent with



288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

any/all requirements of State law. The Lessor makes no warranties regarding the suitability or safety of the City-owned property for access to the Cocheco River. Lessee shall have no right to alter the property to facilitate water access without the express written consent of the Lessor.

ARTICLE 8 - MECHANIC LIENS OR CLAIMS

Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

ARTICLE 9 - DESTRUCTION AND RESTORATION

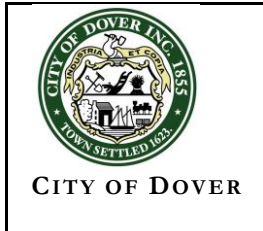
If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessor or Lessee, within ten (10) days after the occurrence of such casualty, may terminate this Lease upon written notice to the other party.

ARTICLE 10 - PROPERTY IN LEASED PREMISES

All leasehold improvements (other than Lessee's trade fixtures), shall when installed attach to the Leased Premises and become and remain the property of Lessor consistent with the provisions of Article 5. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

ARTICLE 11 - ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.



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ARTICLE 12 - SURRENDER OF LEASED PREMISES

12.1 Lessee shall deliver and surrender to Lessor possession of the Leased Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as Leased Premises are at the commencement of the Term of this Lease, ordinary wear and tear excepted.

12.2 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed at the expiration or termination of this Lease. Lessee shall repair all damage to the Leased Premises caused by the removal and restore the Leased Premises to the condition in which it existed immediately before the installation of the articles so removed. Any property not removed at the expiration of the Term hereof shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES

Lessor shall provide basic utilities in the form of electricity and heat. The cost of heating the building may be paid for by the Lessor if the storage of a City vehicle is allowed for the winter months. If the vehicle is not able to be stored in the premises then the heating costs may be borne by the Lessee. The Leased Premises is not served by water/sewer. Lessee is responsible for providing portable toilets and potable water as is needed/required. Lessee is responsible for all of its trash removal in a prompt and sanitary manner.

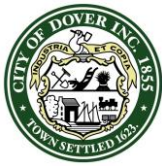
Lessee shall pay all properly assessed real and personal property taxes pursuant to RSA 72:23, I(b), if any. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor.

ARTICLE 14 - ASSIGNMENT

Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent.

ARTICLE 15 - DEFAULT BY LESSEE

15.1 Upon the happening of any one or more of the events as expressed below in (a) through (h) inclusive, the Lessor shall have any and all rights and remedies set forth in this Article 15:



CITY OF DOVER

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(a) If Lessee fails to pay the rent, or any other sums required to be paid hereunder, whether additional rent or otherwise, within five (5) days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than three (3) times in any eighteen (18) month period;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against the Lessee and the petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within thirty (30) days from the appointment;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee;

(f) If Lessee, before the expiration of the Term, and without the prior written consent of the Lessor, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises for purposes other than the purposes for which the premises are hereby leased;

(g) If an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the levy is not satisfied or dismissed within five (5) days from the levy;

(h) If Lessee violates any other terms, conditions and covenants of this Lease, and fails to commence and proceed with diligence and dispatch to remedy the same within Ten (10) days after written notice is given by Lessor to Lessee.

15.2 In the event of any default or breach by the Lessee as specified in Article 15.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on ten (10) days prior notice to Lessee, and to thereupon re-enter and take possession of the Leased Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Premises, or any part thereof, with or without legal process, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting and collection, including necessary renovations and alterations of the Leased Premises, cleaning expenses, reasonable attorneys' fees and any real estate commissions shall accrue as additional rent due Lessor.

15.3 The Lessor shall have the right to remove all or any part of the Lessee's property from the Leased Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury to Lessee's property.

15.4 Any and all rights, remedies and options given in this Lease to Lessor shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

15.5 The waiver of Lessor or any breach of any term, condition or covenant of this Lease in one instance shall not be deemed to be a waiver of such term, condition or covenant for the duration of this Lease. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval in a single instance shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.

ARTICLE 16 - SIGNS

Lessee may install and maintain, at its own cost and expense, a sign provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on or in any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

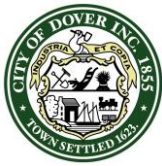
ARTICLE 17 - ENVIRONMENTAL COMPLIANCE

17.1 Lessee and its agents and employees shall use the Leased Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

17.2 Lessee covenants that:

(a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Premises, including without limitation, the surface and subsurface waters of the Leased Premises;

(b) No activity shall be undertaken on the Leased Premises which would cause:



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(1) the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Leased Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

(3) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit Lessee may receive pursuant to the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers.

(d) Lessee, and its agents and employees, shall be responsible for disposing of all waste in compliance with state, local and Federal laws.

(e) Lessee agrees to indemnify, hold Lessor harmless and defend Lessor from any and all claims arising out of Lessee's breach of the covenants stated in this Article.

ARTICLE 18 - NOTICES

Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery if the communication is to Lessee, or to such other address as either party has designated by notice to the other:

If to Lessor: City of Dover
City Manager's Office
788 Central Avenue
Dover, NH 03820

If to Lessee: Great Bay Rowing
P. O. Box 846
Durham, NH 03824

All notices shall be deemed to have been given upon deposit in the United States Mail, postage prepaid and properly addressed as provided above or upon delivery to Lessee at the Leased Premises.

ARTICLE 19 - MISCELLANEOUS

19.1 Except as otherwise expressly provided in this Lease, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of Lessor and permitted assigns of Lessee.

19.2 This Lease contains the entire agreement between the parties. No agent, representative, or officer of Lessor has authority to make or has made any statement, agreement or representation, either oral or written, modifying, adding or changing the terms and conditions of this Lease. No modification of this Lease shall be binding unless the modification is in writing and signed by the parties. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is returned to Lessee duly executed by Lessor.

19.3 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and word in the singular number shall be held to include the plural, and vice-versa.

19.4 The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

19.5 The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

ARTICLE 20 – TERMINATION

This Lease Agreement may be terminated by the Lessor, for any reason, upon thirty (30) days written notice to the Lessee.

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and _____ of the Great Bay Rowing have executed duplicate originals of this Lease Agreement on _____, 2016.

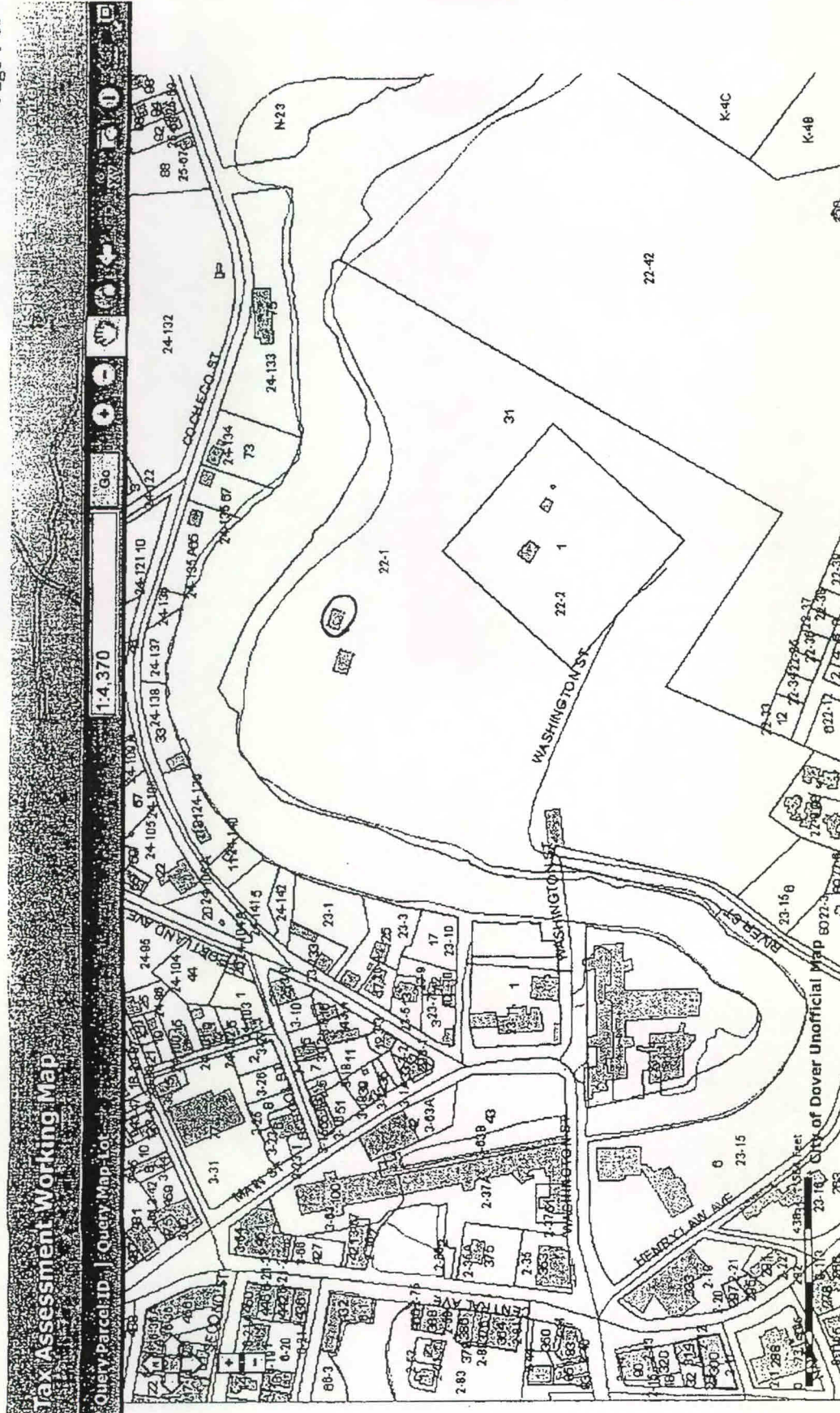
CITY OF DOVER, NEW HAMPSHIRE

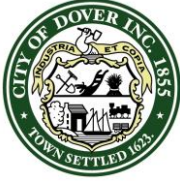
_____ By: _____
J. Michael Joyal, Jr., City Manager

GREAT BAY ROWING

_____ By: _____
Witness Duly Authorized , President

EXHIBIT A





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2016.10.12 – 131**

Resolution Re: Approval of University of New Hampshire Lease Agreement, Butler Building

WHEREAS: The University of New Hampshire seeks to renew its Lease Agreement with the City of Dover in order to utilize the City's Butler Building and conduct rowing activities on the Cochecho River; and

WHEREAS: The University of New Hampshire shares the Butler Building with Great Bay Rowing, with each entity entering into a separate Lease Agreement with the City of Dover; and

WHEREAS: The location the Leased Premises is the Butler Building, River Street, Dover, New Hampshire, which contains a total of 2,080 square feet.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The City Manager is authorized to sign a Lease Agreement for the Butler Building with the University of New Hampshire for a term from September 1, 2016 to August 31, 2017, for the rental rate of \$1.00 for the term.

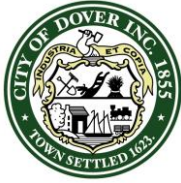
AUTHORIZATION

Approved as to Funding: Daniel Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved as to Legal Form
and Compliance:: Anthony I. Blenkinsop
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2016.10.12 – 131**
Resolution Re: Approval of University of New Hampshire Lease Agreement, Butler Building

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

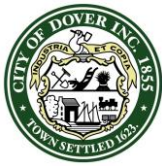
DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This Lease Agreement is to provide storage space for rowing related equipment for a rowing program on the Cochecho River for the coming year. Use of the Butler Building would be shared between the City, UNH and Great Bay Rowing.

See Lease Agreement attached with Exhibit A.



CITY OF DOVER

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LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between:

LESSOR: **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipality with a mailing address of 288 Central Ave., Dover, New Hampshire 03820 ("Lessor");

and

LESSEE: **UNIVERSITY OF NEW HAMPSHIRE**, a New Hampshire Educational Institution with a mailing address of 128 Main Street, Durham, New Hampshire 03824 ("Lessee").

IN CONSIDERATION of the payment of rent and other charges and the covenants and conditions set forth in the following Lease, Lessor and Lessee hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises owned by the Lessor in Dover, New Hampshire:

Designated interior space consisting of approximately one thousand forty (1,040) square feet (the "Leased Premises") of the 2,080 square feet, in what is known as the Butler Building, located on River Street, Dover, New Hampshire.

The Leased Premises does not include either the land lying thereunder or the exterior walls or roof of the building in which the Leased Premises are located. The Lessee understands that the other 1,040 square feet of the Butler Building is leased to Great Bay Rowing.

1.2 The Leased Premises are leased subject to all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof.

ARTICLE 2 - TERM OF LEASE

The term of this Lease ("Term") commences on **September 1, 2016** and expires at 11:59 p.m. on **August 31, 2017**.

ARTICLE 3 - RENT

Lessee shall, through the Term of this Lease, pay to Lessor rent for the Leased Premises in the amount of **One Dollar (\$1.00)**. The rental rate includes the cost of electricity. The rental

rate for this Term is reflective, in part, of the desire of the parties to determine, on a trial basis, whether the Leased Premises is a viable location from which to operate rowing activities.

ARTICLE 4 - USE OF PREMISES

4.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **the storage of paddle water craft and related equipment** and for no other purpose without the Lessor's prior written consent.

4.2 Lessee shall not permit the use or occupancy of the Leased Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Not display/store merchandise/equipment outside the Leased Premises without the permission of the Lessor nor in any way obstruct the entrances and walkways; and store all trash and refuse in appropriate containers within the Leased Premises.

(b) Keep the Leased Premises in a neat, clean and sanitary condition.

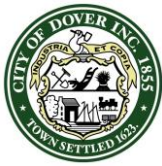
(c) Not use the Leased Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

ARTICLE 5 - INSTALLATIONS AND ALTERATIONS

Lessee shall not make, or permit to be made, any other alterations, improvements, and/or additions of any kind or nature to the Leased Premises or any part thereof except with the prior written consent of Lessor and following submission of plans and specifications therefore. All alterations, improvements and additions to the Leased Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the Leased Premises and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the Term or the earlier termination of this Lease; provided however, if before the termination of this Lease, or within 15 days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Leased Premises by Lessee and which are designated in the notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may affect the removals and repairs at Lessee's expense.

ARTICLE 6 - INSURANCE AND INDEMNITY

6.1 Lessee, at its option, shall maintain and keep in full force fire and extended coverage insurance on its personal property in the Leased Premises.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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6.2 Lessee shall provide and keep in force during the term hereof, in the name of Lessor and Lessee, as their respective interests may appear, general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Leased Premises, in an amount not less than \$1,000,000 in respect to injuries to any one person, not less than \$1,000,000 in respect to any one incident, and not less than \$500,000 in respect to property damage. All insurance required to be maintained by Lessee shall name Lessor as additional insureds and shall be with an insurance company satisfactory to Lessor.

6.3 Lessee agrees to pay, and to protect, defend, indemnify and save harmless Lessor from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Leased Premises arising from any activity undertaken by Lessee in connection with use of the Leased Premises;
- (ii) any act or omission of Lessee or its agents, officers or employees in connection with the Lessee's use of the Leased Premises;
- (iii) violation by Lessee of any agreement or condition of this Lease; or
- (iv) violation by Lessee of any law, ordinance or regulation affecting the Leased Premises or in connection with the Lessee's use or occupancy of the Leased Premises.

ARTICLE 7 - COMMON PARKING AREAS AND WATER ACCESS

Lessor hereby grants to Lessee, during the term of this Lease, the nonexclusive right to use, in common with all others so entitled, the Common Parking Areas outside of the Butler Building, as shown on the map attached here to as Exhibit A. The Common Parking Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of the Common Parking Areas; (b) close any portion of the Common Parking Areas to such extent and for such time as it deems necessary; and (c) make changes, additions, deletions, alterations or improvements in and to such Common Parking Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Leased Premises except as provided above. In no instance shall the Lessee utilize said Common Parking Areas overnight without the express consent of the Lessor. Lessee shall also have the right to utilize the City-owned property on which the Butler Building is located to access the Cocheco River as shown on Exhibit A, said access to be in accordance and consistent with any/all requirements of State law. The Lessor makes no warranties regarding the suitability or safety of the City-owned property for access to the

Cocheco River. Lessee shall have no right to alter the property to facilitate water access without the express written consent of the Lessor, which will not be unreasonably withheld.

ARTICLE 8 - MECHANIC LIENS OR CLAIMS

Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

ARTICLE 9 - DESTRUCTION AND RESTORATION

If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessor or Lessee, within ten (10) days after the occurrence of such casualty, may terminate this Lease upon written notice to the other party.

ARTICLE 10 - PROPERTY IN LEASED PREMISES

All leasehold improvements (other than Lessee's trade fixtures), shall when installed attach to the Leased Premises and become and remain the property of Lessor consistent with the provisions of Article 5. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

ARTICLE 11 - ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.

ARTICLE 12 - SURRENDER OF LEASED PREMISES

12.1 Lessee shall deliver and surrender to Lessor possession of the Leased Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as Leased Premises are at the commencement of the Term of this Lease, ordinary wear and tear excepted.

12.2 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed at the expiration or termination of this Lease. Lessee shall repair all damage to the Leased Premises caused by the removal and restore the Leased Premises to the condition in which it existed immediately before the installation of the articles so removed. Any property not removed at the expiration of the Term hereof shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

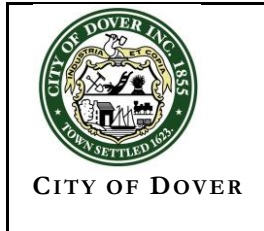
ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES

Lessor shall provide basic utilities in the form of electricity and heat. The cost of heating the building may be paid for by the Lessor if the storage of a City vehicle is allowed for the winter months. If the vehicle is not able to be stored in the premises then the heating costs for the Leased Premises may be borne by the Lessee. The Leased Premises is not served by water/sewer. Lessee is responsible for providing portable toilets and potable water as is needed/required. Lessee is responsible for all of its trash removal in a prompt and sanitary manner.

Lessee shall pay all properly assessed real and personal property taxes pursuant to RSA 72:23, I(b), if any, for which the Lessee is legally obligated in connection with Lessee's use or occupancy of the Leased Premises. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor.

ARTICLE 14 - ASSIGNMENT

Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent.



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ARTICLE 15 - DEFAULT BY LESSEE

15.1 Upon the happening of any one or more of the events as expressed below in (a) through (h) inclusive, the Lessor shall have any and all rights and remedies set forth in this Article 15:

(a) If Lessee fails to pay the rent, or any other sums required to be paid hereunder, whether additional rent or otherwise, within five (5) days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than three (3) times in any eighteen (18) month period;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against the Lessee and the petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within thirty (30) days from the appointment;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee;

(f) If Lessee, before the expiration of the Term, and without the prior written consent of the Lessor, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises for purposes other than the purposes for which the premises are hereby leased;

(g) If an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the levy is not satisfied or dismissed within five (5) days from the levy;

(h) If Lessee violates any other terms, conditions and covenants of this Lease, and fails to commence and proceed with diligence and dispatch to remedy the same within Ten (10) days after written notice is given by Lessor to Lessee.

15.2 In the event of any default or breach by the Lessee as specified in Article 15.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on ten (10) days prior notice to Lessee, and to thereupon re-enter and take possession of the Leased Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Premises, or any part thereof, with or without legal process, as the agent and for the

account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting and collection, including necessary renovations and alterations of the Leased Premises, cleaning expenses, reasonable attorneys' fees and any real estate commissions shall accrue as additional rent due Lessor.

15.3 In the event of default by the Lessee, after notice and an opportunity to cure has been provided in accordance with this Section 15, the Lessor shall have the right to remove all or any part of the Lessee's property from the Leased Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury to Lessee's property.

15.4 Any and all rights, remedies and options given in this Lease to Lessor shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

15.5 The waiver of Lessor or any breach of any term, condition or covenant of this Lease in one instance shall not be deemed to be a waiver of such term, condition or covenant for the duration of this Lease. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval in a single instance shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.

ARTICLE 16 - SIGNS

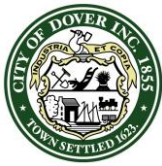
Lessee may install and maintain, at its own cost and expense, a sign provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on or in any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

ARTICLE 17 - ENVIRONMENTAL COMPLIANCE

17.1 Lessee and its agents and employees shall use the Leased Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

17.2 Lessee covenants that:

- (a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Premises, including without limitation, the surface and subsurface waters of the Leased Premises;



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(b) No activity shall be undertaken on the Leased Premises which would cause:

(1) the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Leased Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

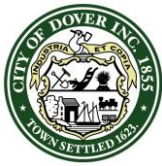
(3) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit Lessee may receive pursuant to the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers.

(d) Lessee, and its agents and employees, shall be responsible for disposing of all waste in compliance with state, local and Federal laws.

(e) Lessee agrees to indemnify, hold Lessor harmless and defend Lessor from any and all claims arising out of Lessee's breach of the covenants stated in this Article.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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(f) Lessor agrees to indemnify Lessee for any and all hazardous materials above or below ground pre-existing the effective date of this Lease. Lessor further assures Lessee that all known hazardous materials on the property of the Leased Premises are properly documented, encapsulated, controlled or otherwise contained so as to not present a health hazard as defined by applicable EPA standards to anyone using the Leased Premises pursuant to this Lease.

ARTICLE 18 ORDINANCES & STATUTES

Lessor is advised and aware that lessee, as an institution of higher education, is obligated under the Jeanne Clery Disclosure of Campus Security Police and Campus Crimes Act to report all crimes occurring on property owned or leased by the lessee. Lessor will cooperate with lessee's police department in providing data on any and all crimes that may occur on the property that is the subject of this lease whether directly involving lessee's faculty staff or student or not. However, this does not affect law enforcement jurisdiction and lessor retains all policing responsibility for the property.

ARTICLE 19 - NOTICES

Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery if the communication is to Lessee, or to such other address as either party has designated by notice to the other:

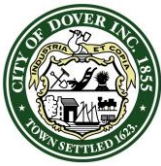
If to Lessor: City of Dover
City Manager's Office
788 Central Avenue
Dover, NH 03820

If to Lessee: Associate Vice President, Facilities
University of New Hampshire
22 Colovos Road
Durham, NH 03824

All notices shall be deemed to have been given upon deposit in the United States Mail, postage prepaid and properly addressed as provided above or upon delivery to Lessee at the Leased Premises.

ARTICLE 20 - MISCELLANEOUS

20.1 Except as otherwise expressly provided in this Lease, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of Lessor and permitted assigns of Lessee.



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20.2 This Lease contains the entire agreement between the parties. No agent, representative, or officer of Lessor has authority to make or has made any statement, agreement or representation, either oral or written, modifying, adding or changing the terms and conditions of this Lease. No modification of this Lease shall be binding unless the modification is in writing and signed by the parties. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is returned to Lessee duly executed by Lessor.

20.3 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and word in the singular number shall be held to include the plural, and vice-versa.

20.4 The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

20.5 The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

ARTICLE 21 – TERMINATION

This Lease Agreement may be terminated by the Lessor, for any reason, upon thirty (30) days written notice to the Lessee.

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and _____ of the University of New Hampshire have executed duplicate originals of this Lease Agreement on _____, 2016.

CITY OF DOVER, NEW HAMPSHIRE

By: _____
J. Michael Joyal, Jr., City Manager

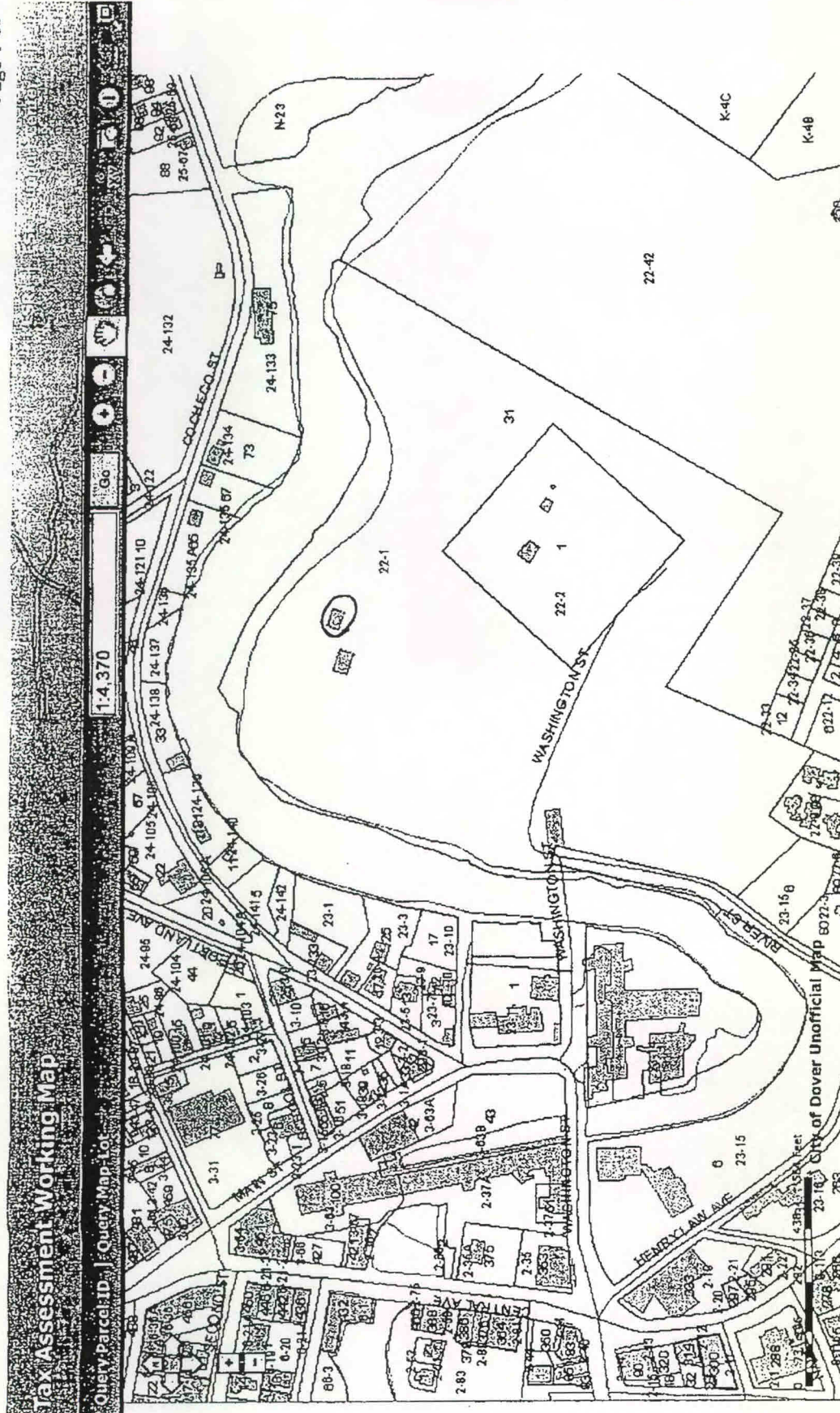
UNIVERSITY OF NEW HAMPSHIRE

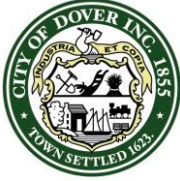
By: _____, Its Member

Witness

Duly Authorized

EXHIBIT A





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2016.10.12 – 132**
Resolution Re: **Approval of Use Agreement with Marshwood Ice Hockey Club, Inc.**

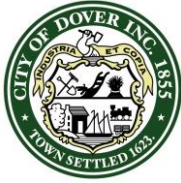
- WHEREAS: The City of Dover and the Marshwood Ice Hockey Club, Inc. (Marshwood) wish to enter into a Use Agreement for exclusive seasonal use of a specific locker room (the “Space”) at the Dover Ice Arena; and
- WHEREAS: The term of this Agreement shall be for five (5) years beginning on November 1, 2016 and ending on October 31, 2021; and
- WHEREAS: The Space shall be available for Marshwood’s exclusive use from November 1st through February 28th or 29th of each year of the Agreement term; and
- WHEREAS: From March 1st through October 31st of each year of the Agreement term, the Space shall not be available to Marshwood and may be used by the City for whatever purposes it deems appropriate; and
- WHEREAS: During the period of exclusive use of each year of the term of this Agreement (November-February), the City shall invoice Marshwood on a monthly basis for its use of the Space at a rate of One Hundred Dollars (\$100.00) per week; partial weeks shall be prorated; and
- WHEREAS: At the commencement of the Use Agreement, Marshwood shall install City approved benches, lockers and rubberized flooring material in the Space that shall become City property, and Marshwood shall receive a partial credit against the rental charges.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The City Manager is hereby authorized to sign a five (5) year Use Agreement between the City and the Marshwood Ice Hockey Club, Inc., regarding exclusive use of a locker room in the Dover Ice Arena from November-February each year of the use Agreement.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony I. Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R – 2016.10.12 – 132**
Resolution Re: **Approval of Use Agreement with Marshwood Ice Hockey Club, Inc.**

DOCUMENT HISTORY:

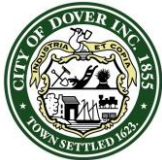
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Grasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached draft Use Agreement between the City and the Marshwood Ice Hockey Club, Inc.



CITY OF DOVER

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USE AGREEMENT

THIS **USE AGREEMENT** made this ____ day of _____, 2016, by and between **MARSHWOOD ICE HOCKEY CLUB, INC.**, 260 Route 236, South Berwick, Maine 03908 (hereinafter referred to as “MARSHWOOD”), and the **CITY OF DOVER**, New Hampshire of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “CITY”).

WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the parties agree as follows:

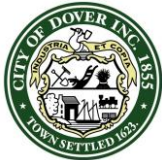
1. Description, Term, and Payment.

That the CITY does hereby grant to MARSHWOOD use of certain space within the CITY’s Dover Ice Arena located at 110 Portland Avenue, Dover, New Hampshire, which space is intended to contain a specific locker room identified as locker room #5 (the “Space”).

In conjunction with the use of the Space, MARSHWOOD shall have the right to use vehicle parking spaces in the adjacent City-owned parking areas surrounding the Ice Arena. It is agreed that the parking spaces will not be reserved and are available on a first come first served basis with no signage designating parking spaces to MARSHWOOD. The CITY does not guarantee the availability of any parking spaces. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the CITY.

The term of this Agreement shall be for five (5) years beginning on November 1, 2016 and ending on October 31, 2021. During the Agreement term, the Space shall be available for MARSHWOOD’s exclusive use from two (2) days prior to the official start of the high school hockey season and ending two (2) days after the official end of the high school hockey season (“Use Period”). Outside of the Use Period (from approximately March 1st through October 31st of each year of the Agreement term), the Space shall not be available to MARSHWOOD and may be used by the City for whatever purposes it deems appropriate.

During the Use Period of each year of the term of this Agreement the City shall invoice MARSHWOOD on a monthly basis for its use of the Space at a rate of One Hundred Dollars (\$100.00) per week. Partial weeks shall be prorated. MARSHWOOD shall pay said invoices within fifteen (15) days.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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2. Condition of Premises.

The Space is made available for its intended purpose “as is.” Within 30 days of the commencement of this Use Agreement MARSHWOOD shall install wooden benches and three-sided wooden lockers in the Space of sufficient quantity for an ice hockey team to utilize during practices and/or games. The design, material, quantity, and location of the benches and lockers is subject to the approval of the CITY in writing prior to installation. Upon installation said benches and lockers become fixtures of the Space and the property of the CITY.

CITY shall, at its own expense, maintain and keep the Space in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, CITY shall, at its own expense, make normal repairs and maintain performance of the Space, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the maintaining of doors. CITY shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Use Agreement, reasonable wear and damage by accident, fire or other insured against casualty excepted. CITY and MARSHWOOD will perform a walk through to evaluate condition of the Space prior to use.

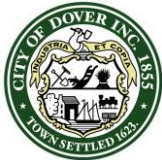
CITY agrees to maintain the Space in condition fit for its intended use and to make all necessary repairs of which CITY is aware, including adequate heat, cooling, water, and a sound physical structure. Furthermore, CITY will maintain the grounds and remove the common area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to the building in which the Space is located.

3. Access to Premises.

The CITY shall also have the right to enter upon the Space at all reasonable times to inspect same and to expel MARSHWOOD if MARSHWOOD shall fail to comply with or breach in any way this Use Agreement.

4. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty, including fire, not arising as a result of the negligence or intentional conduct of MARSHWOOD whereby the Space or any portion of it is destroyed or damaged so as to be unfit for use or occupancy, the CITY specifically reserves the option of terminating this Use Agreement. However, in the event of total



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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destruction or damage which is the equivalent of total destruction, this Use Agreement shall automatically terminate.

In the event the Space shall be taken either under threat of eminent domain or by eminent domain proceedings in whole, then this Use Agreement shall be terminated and the fee shall be pro-rated and returned to MARSHWOOD as of the date of such taking. A condemnation award shall belong exclusively to the CITY.

5. Use.

MARSHWOOD shall only use the Space in compliance with the CITY's ordinances, rules and regulations.

6. Assignment.

MARSHWOOD shall not assign its rights under this Use Agreement without prior written consent by the CITY.

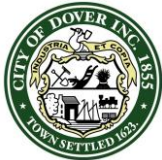
7. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Use Agreement including, but not limited to, termination for failure of MARSHWOOD to perform as required hereunder, there remains personal property of MARSHWOOD in the Space, the CITY is authorized to dispose of said property after giving written notice of its intent to do so to MARSHWOOD at the last known address of MARSHWOOD.

8. Default/Early Termination.

In the event MARSHWOOD fails to perform its obligations under this Use Agreement, this Use Agreement is defaulted, and the CITY is entitled to immediate occupation and possession of the Space and any associated parking spaces. If MARSHWOOD shall default in the observance or performance of any conditions or covenants on MARSHWOOD's part to be observed or performed, under or by virtue of any provisions of this Use Agreement, the CITY, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of MARSHWOOD. If the CITY makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the CITY. In the event that there is damage to the Space due to MARSHWOOD's actions or inactions, the Use Agreement may be immediately terminated at the option of the CITY.

Both the CITY and MARSHWOOD shall have the right to terminate this Use Agreement for any reason upon giving at least three (3) months written notice to the other party.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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9. Indemnification.

MARSHWOOD agrees to pay, and to protect, defend, indemnify and save harmless the CITY from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses), causes of action, allegations, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person(s) arising out of MARSHWOOD's use of the Space;
- (ii) any damage to property or to the Space arising out of MARSHWOOD's use of the Space;
- (iii) any act or omission of MARSHWOOD or its agents, officers or employees arising out of MARSHWOOD's use of the Space;
- (iv) violation by MARSHWOOD of any agreement or condition of this Use Agreement; or
- (v) violation by MARSHWOOD of any law, ordinance or regulation affecting the Space.

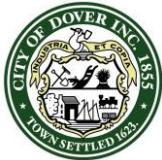
10. Insurance.

Casualty and property insurance shall continue to be maintained on the subject property by the CITY. MARSHWOOD shall procure and maintain in force, at its expense, during the term of this Use Agreement, and any extensions of such term, liability and property damage insurance for the Space to be considered primary coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. CITY has no obligation for any loss to MARSHWOOD's personal property. Proof of MARSHWOOD's insurance shall be supplied to the CITY at the time of occupancy. The City of Dover shall be listed as "Additional Insured" on the policy and proof of insurance certificate.

11. Liens and Encumbrances.

MARSHWOOD shall not create or allow any lien, encumbrance or charge on the Space or the Dover Ice Arena, or on the rents or income therefrom which may be superior to the CITY's rights hereunder.

12. Parties Bound.



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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This Use Agreement and its addendums is binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

13. Notice.

All notices by either party to be given with respect to this Use Agreement shall be in writing and shall be given by first class mail to the addresses stated above.

14. Modification of Use Agreement.

This Use Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

15. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Use Agreement.

16. Severability.

Any determination that any provision of this Use Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Use Agreement.

17. Laws Governing.

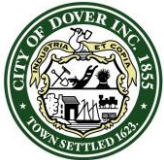
The parties agree that the laws of the State of New Hampshire will govern all disputes under this Use Agreement and determine all rights hereunder.

18. Signage & Display Case.

CITY shall provide MARSHWOOD with wall space within the Dover Ice Arena to display a MARSHWOOD sign and/or other league information. The wall space shall be at least 4 feet by 8 feet in size.

19. Merger.

This Use Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Use Agreement shall be deemed to exist, provided, however, that any subsequent



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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modifications or agreements affecting this Use Agreement shall be in writing and signed by the parties hereto.

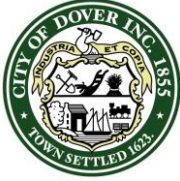
IN WITNESS WHEREOF, the parties have hereunto executed this Use Agreement this _____ day of _____, 2016.

MARSHWOOD ICE HOCKEY CLUB, INC.
By: Rich Buzzell,
Duly Authorized

Witness
Date:

CITY OF DOVER,
By: J. Michael Joyal, Jr., City Manager
Duly Authorized

Witness
Date:



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8

Resolution Number: R-2016.10.12 – 133

Resolution Re: Authorization to Execute Grant Agreement for GIS Data Enhancement Funding for City of Dover

WHEREAS: The City of Dover has applied for an Emergency Management Performance Grant (EMPG) through the New Hampshire Department of Safety Homeland Security and Emergency Management Division. The grant proposed, GIS Enhancement Data Project, will enhance all City of Dover building information and significantly improve public safety response for multi-owner parcels, i.e. mobile home and condominium developments; and

WHEREAS: The grant is in the amount of \$16,000.00 and requires a match equal or greater to that amount. The project's full cost is \$32,000.00. The match, in the amount of \$16,000.00, is an in-kind match consisting of the purchase of updated ESRI ArcGIS software licensing and maintenance as well as approximately seven (7) hours of City of Dover staff time to support property research work. In anticipation of this grant, matching funds have been budgeted in FY17 DoverNet – Capital Outlay (\$11,900.00) to support the licensing costs of the same amount. DoverNet – Maintenance will continue to support annual maintenance costs along with other departments that utilize the ESRI software application; and

WHEREAS: The Department of Safety has determined that the project falls within the guidelines of the Emergency Management Planning Grants (EMPG) program but requires the acknowledgment of the full cost of the project, including the match, by the City's governing body before final review and presentation to the Governor and Council for approval of the award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

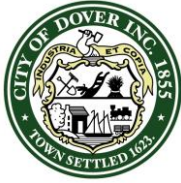
“The City of Dover's City Council, in a majority vote, accepted the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$16,000.00 to enhance the City's GIS data for all hazards response. Furthermore, the Board acknowledges that the total cost of this project will be \$32,000.00, in which the City will be responsible for a 50% match (\$16,000.00).”

AND, FURTHER BE IT RESOLVED;

The Dover City Council authorizes the City Manager to sign all documents related to the grant.

AND, FURTHER BE IT RESOLVED;

Pending approval from the Governor and Council for the NH Department of Safety Homeland Security and Emergency Management Grant for the GIS Enhancement Data project, the purchasing agent is hereby authorized to issue a purchase order in the amount of \$16,000.00 to Applied Geographic's Inc.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8

Resolution Number: R-2016.10.12 – 133

Resolution Re: Authorization to Execute Grant Agreement for GIS Data
Enhancement Funding for City of Dover

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal: Anthony Blenkinsop
Form and Compliance: General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

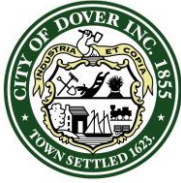
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8

Resolution Number: R-2016.10.12 – 133

Resolution Re: Authorization to Execute Grant Agreement for GIS Data Enhancement Funding for City of Dover

RESOLUTION BACKGROUND MATERIAL:

On July 29, 2016, the Dover Police Department applied to the Department of Safety Homeland Security and Emergency Management Division for funding to assist with the enhancement of City of Dover Buildings GIS data. On September 14, 2016, the City of Dover received notice from the Emergency Management Performance Grant (EMPG) Program Staff that the proposed grant had been reviewed and “the project falls within the guidelines of the current EMPG Program.”

Grant Funded			City of Dover Match		
Qty	Description	Total	Qty	Description	Total
1	Research & GIS Work	\$ 16,000.00	2	ArcGIS for Desktop Standard Concurrent Use Upgrade from ArcGIS for Desktop Basic Concurrent Use*	\$ 5,950.00
				ArcGIS for Desktop Standard Concurrent Use	\$ 5,950.00
			1	(new)	
			1	ESRI Annual Maintenance (end date 4/20/2017)	\$ 1,500.00
			2	ESRI Annual Maintenance	\$ 2,400.00
			5.6	City of Dover Research Work - Assessing	\$ 149.63
			1	City of Dover Research Work - Assessing	\$ 51.74
					\$ 16,001.37

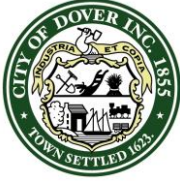
The City of Dover currently maintains a very rudimentary data set with respect to buildings within the City of Dover. This data contains blobs, technically known as GIS polygons, showing building footprint. The majority of data was collected using imagery data.

The City of Dover maintains a more complete data set of parcel information, also GIS polygons. This data set is updated on a quarterly basis (at a minimum) with property owner information related to the parcel.

The City of Dover has a need to improve the buildings data set so that it accurately reflects linkages to two key existing data sets; the parcel ID on which the building is located as well as the property record card ID if applicable. As part of this process, all buildings will be assigned a unique building ID number that relates to the parcel ID.

The City of Dover has four applications that will be able to leverage this much improved buildings GIS data.

1. First Responder applications: QED and Public Eye
 - a. With more refined buildings information, the City of Dover will be able to send first responders (Police and Fire & Rescue) to a specific building on a property, not just the property itself. This will have significant impact for mobile home and condominium developments.
2. Enterprise Work Order System
 - a. With unique building IDs available, City of Dover will be able to assign both Service Calls and Work Orders to a building. Work orders can track labor, inventory and equipment used. Currently this work is tracked against a parcel.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

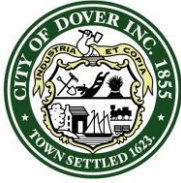
Agenda Item#: 13.A.8

Resolution Number: R-2016.10.12 – 133

Resolution Re: Authorization to Execute Grant Agreement for GIS Data
Enhancement Funding for City of Dover

3. Online Abutter's List
 - a. Currently abutter's lists will include all parcels (and all buildings that parcel contains) within 200' of a selected parcel. This resulting list is inaccurate. Refined buildings GIS data will allow list to select buildings within a 200' radius, refining the results to an accurate abutter's list.

City of Dover's match will support improving our current investment in ESRI ArcGIS software application. By updating our licensing level, City of Dover will be able to delegate maintenance of key GIS data sets, such as buildings data for this project. Delegation of GIS data maintenance to the responsible data owners within the City of Dover organization will support continual improvement of zoning, parking, public safety as well as other municipal geospatial information sets.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2016.10.12 – 134**

Resolution Re: Bobcat Compact Track Loader, National Joint Powers
Alliance Bid RFP042815

WHEREAS: The City of Dover is a member of the National Joint Powers Alliance (NJPA) and therefore may purchase utilizing any of their agreements. The NJPA solicited bids and has entered into an agreement #042815 CEC with Bobcat for various construction equipment. One of the categories awarded to them was for compact track loaders and accessories. The City of Dover reached out to the local distributor in Chichester NH, for pricing of one T450 T4 Bobcat Compact Track Loader with attachments; and

WHEREAS: Per Administrative Code Chapter 3 Article III 3-37B Exemptions to Competitive Bidding: Purchases made through the State of NH, other governmental agencies, and cooperative buying groups; and

WHEREAS: The City Finance Department wishes to piggyback off the NJPA agreement already in place with Bobcat and use the local distributor Bobcat of NH in Chichester for the loader and attachments in the total amount of \$44,970.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to Bobcat of NH in Chichester for the loader and accessories at NJPA rates provided in the amount not to exceed \$44,970.00. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
4017.1.300.43121.4743.03110.17	CS Equipment	200,000	38,596
4015.1.300.43121.4743.03110.15	CS Equipment	10,744	10,744

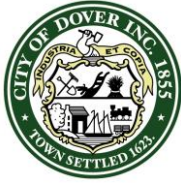
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

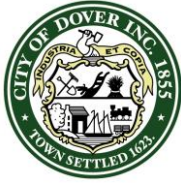
Resolution Number: **R – 2016.10.12 – 134**
Resolution Re: Bobcat Compact Track Loader, National Joint Powers
Alliance Bid RFP042815

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2016.10.12 – 134**

Resolution Re: Bobcat Compact Track Loader, National Joint Powers
Alliance Bid RFP042815

RESOLUTION BACKGROUND MATERIAL:

Bid Information:

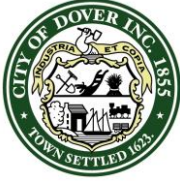
NJPA bid RFP042815-CEC.discounted 24-26%. The Purchasing Agent may, with approval by the City Manager, waive the bidding procedure when purchasing can be accomplished through the State of NH, or at State bid prices, other governmental agencies or cooperative buying group.

Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until Delivered	Estimated Delivery:	As needed
Recommended Award to:	Bobcat of NH Chichester	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2016.10.12 – 135**

Resolution Re: Asbestos Abatement State of NH Bid

WHEREAS: The State of New Hampshire solicited bids and has entered into agreement #8001583 with Envirovantage Inc of Epping NH for asbestos abatement services. This vendor has provided a proposal based on State of NH bid prices for the removal of asbestos in the basement of City Hall, in the amount of \$49,500.00; and

WHEREAS: Per Administrative Code Chapter 3 Article III 3-37B Exemptions to Competitive Bidding: Purchases made through the State of NH, other governmental agencies, and cooperative buying groups; and

WHEREAS: The City wishes to utilize the State of NH contract already in place with Envirovantage Inc in the total amount of \$49,500.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order Envirovantage Inc of Epping, NH for asbestos abatement services in the amount not to exceed \$49,500. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
1000.1.190.41991.4840.00000.00	Misc Gen Gov Contingency	341,423	341,423

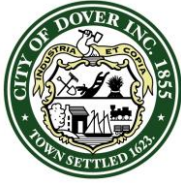
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2016.10.12 – 135**

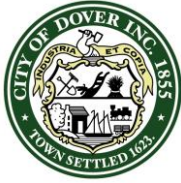
Resolution Re: Asbestos Abatement State of NH Bid

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R – 2016.10.12 – 135**

Resolution Re: Asbestos Abatement State of NH Bid

RESOLUTION BACKGROUND MATERIAL:

The City is currently working on renovating the old police area to a new customer services center. The City hired a consultant to come in and perform an asbestos investigation in where asbestos was discovered in the area. The asbestos needs to be removed and the City obtained a proposal from Envirovantage Inc in the amount of \$49,500.00, which is State of NH contract pricing.

Bid Information:

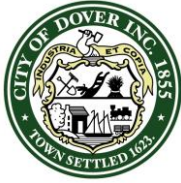
State of NH Agreement # 8001583. The Purchasing Agent may, with approval by the City Manager, waive the bidding procedure when purchasing can be accomplished through the State of NH, or at State bid prices, other governmental agencies or cooperative buying group.

Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	As needed
Recommended Award to:	Envirovantage Inc	Fund:	Contingency
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R – 2016.10.12 – 136**

Resolution Re: B17011 Six Wheel Dump Truck with Plow Equipment

WHEREAS: A Sealed Request for Bid B17011 was issued and received for a new six-wheel dump truck with sander, plow and wing plow on September 22, 2016 at 11:00 am; and

WHEREAS: Three proposals were received and evaluated and the low bid deemed most advantageous to the city was submitted by Freightliner of NH, Inc in the total amount of \$161,404.00; and

WHEREAS: It is the recommendation to award to Freightliner of NH, INC in the amount of \$161,404.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to Freightliner of NH Inc of Londonderry NH for a new six-wheel dump truck with plowing equipment at rates provided in conjunction with Bid B17011. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
4017.1.300.43121.4743.03110.17	Comm Svs Heavy Equipment	200,000	200,000

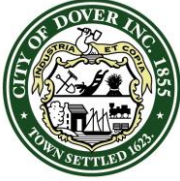
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R – 2016.10.12 – 136**

Resolution Re: B17011 Six Wheel Dump Truck with Plow Equipment

DOCUMENT HISTORY:

First Reading Date:

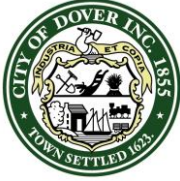
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R – 2016.10.12 – 136**

Resolution Re: B17011 Six Wheel Dump Truck with Plow Equipment

RESOLUTION BACKGROUND MATERIAL:

The City of Dover is requesting pricing and availability of a new Six Wheel Dump Truck and equipment configured for snow removal operations. The unit consists of single rear axle dump truck with front plow and single wing with stainless steel dump body and stainless steel sander with liquid spray system. The City is requesting pricing to provide and install equipment specified.

Bid Information:

Sealed Request for Bid B17011 was issued and received for a new six-wheel dump truck with sander, plow and wing plow on September 22, 2016 at 11:00

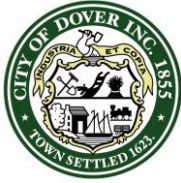
Award Information:

A purchase order will be issued to the vendor selected to authorize future expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	150	Number of Responses:	3
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Until delivered	Estimated Delivery:	March 2017
Recommended Award to:	Freightliner of NH Inc	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B17011 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

Resolution Number: **R – 2016.10.12 – 137**
Resolution Re: B17008 Whittier Street Bridge Construction

- WHEREAS: A Sealed Request for Bid B17008 was issued and received for the Whittier Street Bridge construction on September 15, 2016 at 2:00 pm; and
- WHEREAS: Six proposals were received and evaluated and the low bid deemed most advantageous to the City was submitted by E.D. Swett Inc. in the total amount of \$3,279,229.50; and
- WHEREAS: It is the recommendation to award to E.D. Swett Inc. in the amount of \$3,279,229.50

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to E.D Swett Inc. of Concord NH for the construction of the Whittier St Bridge at rates provided in conjunction with Bid B17008. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
4012.1.300.43130.4752.03172.12	Whittier St Bridge	3,928,545	3,919,157

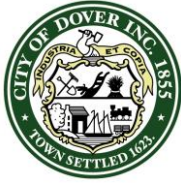
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal: Anthony Blenkinsop
Form and Compliance: General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

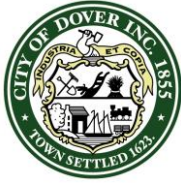
Resolution Number: **R – 2016.10.12 – 137**
Resolution Re: B17008 Whittier Street Bridge Construction

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.12.

Resolution Number: **R – 2016.10.12 – 137**

Resolution Re: B17008 Whittier Street Bridge Construction

RESOLUTION BACKGROUND MATERIAL:

This project is located along Whittier Street in the City of Dover. The project begins at the intersection of Whittier Street and Hampshire Circle and continues northeasterly approximately 1,150 feet to tie in near Cassily Lane. The project consists of removing the existing bridge and constructing a new vehicular bridge over the Cocheco River and associated roadway full depth construction with horizontal and vertical adjustments along Whittier Street. New sidewalk will be constructed along the north side (upstream) of Whittier Street beginning at Regent Drive (Cedar Cove on the Cocheco Apartments) and continue over the proposed structure to connect to the existing sidewalk at Whittier Falls Way to improve the City's existing network.

Existing water main will be connected across the bridge and gas service and will be relocated to under the proposed bridge superstructure. A temporary pipe bridge will be installed to maintain existing gas lines throughout construction. An underground conduit duct bank for future communications lines will be installed on the proposed bridge superstructure. Curbing and drainage improvements will be constructed within the project limits.

NH DOT will reimburse the City up to \$2,932,299.00 for the Whittier Street bridge project.

Bid Information:

Sealed Request for Bid B17008 was issued and received for Whittier St Bridge Construction on September 15, 2016 at 2:00pm

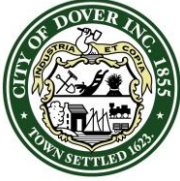
Award Information:

A purchase order will be issued to the vendor selected to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	385	Number of Responses:	6
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until completed	Estimated Delivery:	
Recommended Award to:	E.D. Swett Inc	Fund:	CIP
Other Approvals Required:	Yes NH DOT	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

[B17008 Bid Documents and Vendor List](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2016.10.12 – 138**
Resolution Re: **Waiver of Tax Deeding for Unpaid Tax Liens**

WHEREAS: In accordance with RSA Chapter 80 *Collection of Taxes*, The City Tax Collector is required to execute a Tax Deed to the City for property taxes that remain unpaid after 2 years from date of Tax Lien; and

WHEREAS: There are 16 taxable parcels (listed in the Background section of this Resolution) within the City that have unpaid Tax Liens that are older than 2 years and which the property owners have been unable or unwilling to enter into and/or abide by a mutually agreed to payment plan with the tax collector to resolve the tax delinquency; and

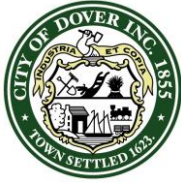
WHEREAS: In accordance with RSA 80:76 *Tax Deed*, whenever in the City's judgement, acceptance and ownership of the real estate would subject the City to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any reason contrary to the public interest, the governing body of the City must refuse the taking by deeds of the properties in question; and

WHEREAS: The City administration has reviewed all 16 parcels at issue and determined that deeding 9 properties in question would subject the City and its taxpayers to undesirable obligations and liability risks; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

Pursuant to NH RSA 80:76 II-a, the City Council hereby refuses the taking by tax deed of the following 9 properties as in its judgment, acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, and would not be in the best interest of the public, thus leaving the tax lien in effect indefinitely and retaining the priority over other liens.

					Unpaid
	Tax Parcel ID	Property Owner Name	Street Address	Description	Tax Lien
					Amount
8	19034-000000	ROGERS, JOHN ESTATE	14 S Pine	Single Family - Widow Occupied	6,577.28
9	M0062-000016	SULLIVAN, TINA	417 Middle Road	Mobile Home	5,869.87
10	M0047-C00009	BRISSON, RONEL P	9 Polly Ann Park	Mobile Home	946.98
11	M0047-C00039	DONOHUE, ELIZABETH A	39 Polly Ann Park	Mobile Home	810.43
12	M0047-C00076	DOTSON, MELISSA	76 Polly Ann Park	Mobile Home	5,025.92
13	M0047-C00037	KAY, ROBERT T JR	37 Polly Ann Park	Mobile Home	6,050.52
14	M0047-C00044	WHEAT, JAMES	44 Polly Ann Park	Mobile Home	1,406.85
15	M0047-C00042	WATSON, DIANE	42 Polly Ann Park	Mobile Home	772.81
16	M0047-C00046	FALLON, FREDERICK H JR	46 Polly Ann Park	Mobile Home	766.90



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2016.10.12 – 138**

Resolution Re: Waiver of Tax Deeding for Unpaid Tax Liens

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal: Anthony Blenkinsop
Form and Compliance: General Legal Counsel

Recorded by: Karen Lavertu
City Clerk

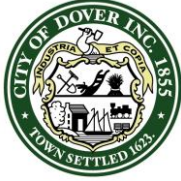
DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2016.10.12 – 138**

Resolution Re: **Waiver of Tax Deeding for Unpaid Tax Liens**

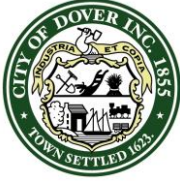
RESOLUTION BACKGROUND MATERIAL:

The following 16 taxable parcels are eligible for Tax Deeding as existing Tax Liens are unpaid for more than 2 years.

Tax Parcel ID	Property Owner Name	Street Address	Description	Unpaid Tax Lien Amount
M0084-G00001	MURPHY, ELILEEN	Dover Point Road	Land Only, Mostly Wetlands	5,426.45
12063-000000	REDDEN, ANNE	179 Locust Street	Single Family - Vacant/Abandoned	21,554.38
31081-000000	MCCABE, EDMUND	29 Lincoln Street	Single Family - Owner Occupied	8,890.60
M0047-D00000	MOORE, SHERRI A	87 Old Dover Point Road	Single Family - Mobile Home	13,561.81
05013-000000	SHEEHAN, DANIEL H	6 Sixth Street	3 Unit Apartment Building	19,322.61
28006-A00000	VACCARO, RALPH	2 Abbey Sawyer	Automotive Repair Garage	9,902.93
K0017-000000	GILMORE, GARY	39 Middle Road	Single Family - Owner Occupied	7,966.08
19034-000000	ROGERS, JOHN ESTATE	14 S Pine	Single Family - Widow Occupied	6,577.28
M0062-000016	SULLIVAN, TINA	417 Middle Road	Mobile Home	5,869.87
M0047-C00009	BRISSON, RONEL P	9 Polly Ann Park	Mobile Home	946.98
M0047-C00039	DONOHUE, ELIZABETH A	39 Polly Ann Park	Mobile Home	810.43
M0047-C00076	DOTSON, MELISSA	76 Polly Ann Park	Mobile Home	5,025.92
M0047-C00037	KAY, ROBERT T JR	37 Polly Ann Park	Mobile Home	6,050.52
M0047-C00044	WHEAT, JAMES	44 Polly Ann Park	Mobile Home	1,406.85
M0047-C00042	WATSON, DIANE	42 Polly Ann Park	Mobile Home	772.81
M0047-C00046	FALLON, FREDERICK H JR	46 Polly Ann Park	Mobile Home	766.90

There are 16 parcels with property tax liens have remained outstanding for over 2 years. The Tax Collector is required to deed the property to the City unless, whenever in the City's judgement, acceptance and ownership of the real estate would subject the City to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason contrary to the public interest.

The City administration have reviewed the 16 parcels and determined that deeding 9 of them (numbers 8-16 in the above list) would subject the City and its taxpayers to undesirable obligations and liability risks. Therefore, the recommendation to City Council is to refuse taking these 8 properties by deed.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2016.10.12 – 138**

Resolution Re: **Waiver of Tax Deeding for Unpaid Tax Liens**

**TITLE V
TAXATION
CHAPTER 80
COLLECTION OF TAXES
Real Estate Tax Liens
Section 80:76**

80:76 Tax Deed. –

I. The collector, after 2 years from the execution of the real estate tax lien, shall execute to the lienholder a deed of the land subject to the real estate tax lien and not redeemed. The deed shall be substantially as follows:

Know all men by these presents, That I, _____, collector of taxes for the Town of _____, in the County of _____ and State of New Hampshire, for the year 19____, by the authority in me vested by the laws of the state, and in consideration of _____ to me paid by _____, do hereby sell and convey to _____, the said _____, (here describe the land sold), to have and to hold the said premises with the appurtenances to _____, forever. And I do hereby covenant with said _____, that in making this conveyance I have in all things complied with the law, and that I have a good right, so far as the right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid. In witness whereof I have hereunto set my hand and seal the _____ day of _____,

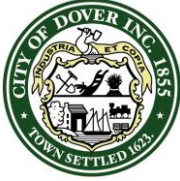
Signed, sealed and delivered in the presence of _____.

II. Notwithstanding the provisions of paragraph I, the collector shall not execute a deed of the real estate to a municipality when the governing body of the municipality has notified the collector that it shall not accept the deed because acceptance would subject the municipality to potential liability as an owner of property under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., RSA 147-A and 147-B, and any other federal or state environmental statute which imposes strict liability on owners for environmental impairment of the real estate involved.

II-a. In addition to the circumstances described in paragraph II, the governing body of the municipality may refuse to accept a tax deed on behalf of the municipality, and may so notify the collector, whenever in its judgment acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason would be contrary to the public interest. Such a decision shall not be made solely for the private benefit of a taxpayer.

III. When a governing body has, under paragraph II or II-a, served notice upon the collector it shall not accept the deed, the tax lien shall remain in effect indefinitely, retaining its priority over other liens. The taxpayer's right of redemption as provided by RSA 80:69 shall likewise be extended indefinitely, with interest continuing to accrue as provided in that section. The tax lien may be enforced by the municipality by suit as provided under RSA 80:50, and through any remedy provided by law for the enforcement of other types of liens and attachments. If at any time, in the judgment of the municipal governing body, the reasons for refusing the tax deed no longer apply, and the tax lien has not been satisfied, the governing body may instruct the collector to issue the tax deed, and the collector shall do so after giving the notices required by RSA 80:77 and 80:77-a.

Source. 1987, 322:1. 1994, 199:3. 1997, 266:3, eff. Jan. 1, 1998.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2016.10.12 – 139**

Resolution Re: Adoption of FY2018-FY2023 Capital Improvements Plan

WHEREAS: The Capital Improvements Program (CIP) serves as the City's long range planning document for the purchase or construction of capital assets; and

WHEREAS: The CIP anticipates the scheduling and financing over the course of the next six years of individual capital related projects with an estimated annual aggregate cost of \$25,000 or more and useful life of three years or greater; and that

WHEREAS: The CIP is updated annually following review by the Planning Board and adoption by the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Proposed Capital Improvements Program for Fiscal Year 2018-2023 reflected in the attached document is hereby adopted.

NOTE: This resolution requires a duly advertised public hearing.

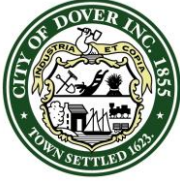
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2016.10.12 – 139**

Resolution Re: Adoption of FY2018-FY2023 Capital Improvements Plan

DOCUMENT HISTORY:

First Reading Date:

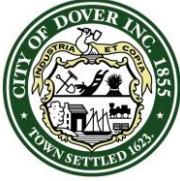
Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2016.10.12 – 139**

Resolution Re: Adoption of FY2018-FY2023 Capital Improvements Plan

RESOLUTION BACKGROUND MATERIAL:

This resolution establishes the attached FY2018 through FY2023 Capital Improvements Program.

This resolution only recognizes and adopts a financial and operational planning document for the City's infrastructure and capital assets over the course of the next six years and does NOT authorize or appropriate funding for projects or authorize bonding.

The FY2018 – FY2023 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2018-2023

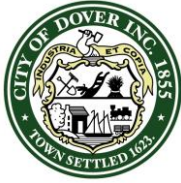
All Projects

BOLD = New Project		* = Multi Category Project		Fiscal Year					Finance		
UNDERLINED = Change in Schedule		ITALIC = \$ Change		2018	2019	2020	2021	2022	2023	Total	Method
PROJECT DESCRIPTION											
GENERAL GOVERNMENT											
Transfer to Capital Reserve - Infrastructure & Equip	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	5,100,000	OB
Transfer to Capital Reserve - Cemetery	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	750,000	OB
Citywide Building Transducer Replacement	50,000									50,000	RF
City Hall Structural/Safety Improvements	250,000	250,000		250,000						750,000	DF
Cemetery Improvements				550,000						550,000	RF
Chapel Restoration				200,000						200,000	RF
City Hall Boiler Replacement				120,000						120,000	RF
Transportation Center Repairs								30,000		30,000	RF
TOTAL GENERAL GOVT.	1,275,000	1,225,000	975,000	2,095,000	1,005,000	975,000	7,550,000				
POLICE											
Police Cruiser Replacement Program	128,250	128,250	128,250	128,250	128,250	128,250	128,250	128,250	128,250	769,500	RF
Public Safety Communication Upgrade		1,334,490								1,334,490	DF/GR
Records Management/CAD Software Upgrade									273,281	273,281	OB
TOTAL POLICE	128,250	1,462,740	128,250	128,250	128,250	128,250	401,531	2,377,271			
FIRE & RESCUE											
Fire Quint/Pumper Replacement	890,000							540,000		1,430,000	DF/RF
Heating Plant Central and South End Stations	65,000									65,000	RF
McConnell Center Generator	317,000									317,000	DF/GR
Ambulance Replacement		240,000		240,000				240,000		720,000	RF
Command/Staff Vehicle Replacement		55,000						55,000		110,000	RF
Front Line Vehicle Corosion Repair		47,500		90,000						137,500	RF
North End Station Traffic Light Improvements									85,000	85,000	RF
Central Station Improvements			90,000							90,000	RF
TOTAL FIRE & RESCUE	1,272,000	342,500	90,000	330,000	540,000	380,000	2,954,500				
COMMUNITY SERVICES - PUBLIC WORKS											
PW Heavy Equipment	200,000	200,000	200,000	293,750	200,000	200,000	200,000	200,000	200,000	1,293,750	RF
General Streets Improvements	1,931,933	2,001,482	2,073,536	2,148,183	2,212,937	2,301,454	12,669,525				OB
General Sidewalk Improvements	104,000	108,160	112,486	116,986	126,532	131,593	699,757				OB
Bridge Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000				OB
Drainage System Improvements	150,000	150,000	150,000	150,000	150,000	150,000	900,000				OB
Traffic Signal Upgrades	75,000	75,000	75,000	75,000	75,000	75,000	450,000				OB
Sidewalk - Upper Whittier Street	25,000		250,000				275,000				DF
Street Reconstruction - Roberts Road*	100,000	750,000					850,000				DF
TIP-Community Trail			400,000				400,000				GR
Street Reconstruction - Elm/Summer/Belknap		200,000		2,000,000			2,200,000				DF
Bridge Replacement - County Farm			250,000				250,000				DF
Bridge Replacement - Route 108			250,000				250,000				DF
Street Reconstruction - Atlantic Ave			1,500,000				1,500,000				DF
Street Reconstruction - Court Street			150,000			1,000,000	1,150,000				DF
Central Ave Drainage Work*				75,000			250,000	175,000			DF
Downtown Traffic Efficiency Improvements				750,000			750,000				DF
Street Reconstruction Fifth Street				500,000			500,000				DF
Street Light Upgrades LED		700,000					700,000				DF
Street Reconstruction - Spur Rd*				500,000	500,000		1,000,000				DF
TOTAL COMM SERV - PW	2,685,933	4,284,642	5,511,022	6,708,919	4,364,469	3,133,047	26,688,032				
CULTURE & RECREATION											
Transfer to Capital Reserve - Park/Playground Imprv.	112,500	112,500	112,500	112,500	112,500	112,500	675,000				OB
Park Infrastructure Replace/Maintenance	75,000		75,000	75,000	75,000	75,000	375,000				RF
Arena - Zamboni Replacement	90,000						90,000				RF
Indoor Pool Heating System Repairs		200,000					200,000				RF
Arena - Foster Rink Renovations							75,000				RF
Park Improvements - Garrison Hill Park		250,000					250,000				RF
Indoor Pool Solarium						150,000	150,000				RF
TOTAL CULTURE & RECREATION	277,500	562,500	187,500	187,500	337,500	262,500	1,815,000				
PUBLIC LIBRARY											
Library Books and Collections	111,415	114,652	117,987	121,422	124,960	128,604	719,040				OB
Air Conditioning Phase 2	300,000						300,000				RF
Replace Slate Roof							450,000			450,000	DF
TOTAL PUBLIC LIBRARY	411,415	114,652	117,987	121,422	124,960	578,604	1,469,040				
TOTAL CITY DEPARTMENTS											
	6,050,098	7,992,034	7,009,759	9,571,091	6,500,179	5,730,682	42,853,843				

Capital Improvements Program - FY2018-2023

All Projects

BOLD = New Project	* = Multi Category Project							
UNDERLINED = Change in Schedule	ITALIC = \$ Change							
PROJECT DESCRIPTION	2018	2019	2020	2021	2022	2023	Total	Finance Method
EDUCATION								
Transfer to Capital Reserve - Curriculum	45,000	45,000	45,000	45,000	45,000	45,000	270,000	OB
Transfer to Capital Reserve - Facilities	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
Transfer to Capital Reserve - Info. Technology	40,000	40,000	40,000	40,000	40,000	40,000	240,000	OB
Transfer to Capital Reserve - Athletics	20,000	20,000	20,000	20,000	20,000	20,000	120,000	OB
Curriculum Replacement and Upgrade	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF/OB
Facilities/School Maintenance and Repairs	125,000	125,000	125,000	125,000	125,000	125,000	750,000	OB/RF
Information Technology Replacement & Upgrade	125,000	125,000	150,000	125,000	150,000	125,000	800,000	OB
Middle School - Roof Replacement		520,500			500,000		1,020,500	DF
TOTAL EDUCATION	505,000	1,025,500	530,000	505,000	1,030,000	505,000	4,100,500	
TOTAL GENERAL FUND	6,555,098	9,017,534	7,539,759	10,076,091	7,530,179	6,235,682	46,954,343	
SPECIAL REVENUE FUNDS								
SAU Cafeteria Maintenance/Repair/Upgrade	75,000	40,000	40,000	40,000	40,000	40,000	275,000	OB
SAU Light Vehicle Replacement	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
SAU Athletic Improvements		30,000	30,000	30,000	30,000	30,000	150,000	OB
McConnell Center Trim Repairs/Painting			120,000				120,000	OB
Parking Deck - School Street					2,400,000		2,400,000	DF
TOTAL SPECIAL REVENUE FUNDS	125,000	120,000	240,000	120,000	2,520,000	120,000	3,245,000	
TIF DISTRICT FUNDS								
Cochecho Riverfront Site Preparation	500,000						500,000	DF
Cochecho Riverfront Park Development	300,000			1,112,500			1,412,500	DF
Street/Utility Extension - Waterfront Parcel				2,000,000			2,000,000	DF
Park Improvements - Maglaras Park					1,000,000		1,000,000	DF
Street Reconstruction Henry Law Ave						1,000,000	1,000,000	DF
TOTAL TIF DISTRICT FUNDS	800,000	0	0	3,112,500	1,000,000	1,000,000	5,912,500	
COMMUNITY SERVICES - WATER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Water Exploration	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Water Light Vehicle Replacement*	15,000	15,000	15,000	15,000	15,000	15,000	90,000	OB
Water Main Replacement - City Wide	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Water Meter Replacement	175,000	175,000	175,000	175,000	175,000	175,000	1,050,000	OB
Water Treatment Plant & Well Equipment	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water System Facilities Upgrade	8,000,000						8,000,000	DF
Water Main Replacement - Oak/Broadway Area*	1,250,000						1,250,000	DF
Water Main Replacement - Elm Street Area*		100,000		725,000			825,000	DF
Water Main Replacement - Spur Road*		100,000					100,000	RF
Water Main Replacement - Central Avenue - Lower*				100,000		150,000	250,000	DF
Water Main Replacement - Central Avenue - Upper*				75,000		175,000	250,000	DF
Water Main Replacement - Fifth St*				125,000			125,000	RF
Water Main Replacement - Littleworth Road				100,000		150,000	250,000	DF
TOTAL WATER FUND	10,330,000	1,280,000	1,080,000	2,205,000	1,080,000	1,555,000	17,530,000	
COMMUNITY SERVICES - SEWER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Inflow/Infiltration Study/Mitigation	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	RF
Pump Station Equipment Replace-Maint.	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Sewer Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Sewer Light Vehicle Replacement*	15,000	15,000	15,000	15,000	15,000	15,000	90,000	OB
Sewer Main Replacements - City Wide	150,000	150,000	150,000	150,000	150,000	150,000	900,000	RF
Sewer Main Replacement - Oak/Broadway Area*	750,000						750,000	DF
Sewer Main Replacement - Floral Ave		750,000					750,000	DF
Pump Station Upgrade - Piscataqua		150,000					150,000	RF
Pump Station Upgrade - River Street			150,000				150,000	RF
Sewer Jet Truck Replacement*			281,250				281,250	RF
Sewer Inspection Camera				50,000			50,000	OB
TOTAL SEWER FUND	1,830,000	1,980,000	1,511,250	1,130,000	1,080,000	1,080,000	8,611,250	
TOTAL OTHER FUNDS	12,160,000	3,260,000	2,591,250	3,335,000	2,160,000	2,635,000	26,141,250	
TOTAL ALL PROJECTS	19,640,098	12,397,534	10,371,009	16,643,591	13,210,179	9,990,682	82,253,093	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2016.10.12 – 140**

Resolution Re: **Appropriation For FY2018 Capital Improvements
Program – Non-Debt Financed Projects**

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 1 and to finance these improvements with transfers from Reserve Trust Funds and appropriation of existing funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL, THAT:
The following capital outlays are appropriated as part of the FY18 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Funds in the amounts listed.

Item	Description	Appropriation	Funding	Fund
1	Citywide Building Transducer Replacement	\$50,000	General Fund Capital Reserve	Trust
2	Police Cruiser Replacement Program	128,250	General Fund Capital Reserve	Trust
3	Heating Plant Central and South End Stations	65,000	General Fund Capital Reserve	Trust
4	Public Works Heavy Equipment	200,000	General Fund Capital Reserve	Trust
5	Public Library Air Conditioning Phase 2	300,000	General Fund Capital Reserve	Trust
6	Park Infrastructure Replace/Maintenance	50,000	Park Improvements Reserve	Trust
7	Park Infrastructure Replace/Maintenance	25,000	Recreation Facilities Reserve	Trust
8	Arena - Zamboni Replacement	90,000	Arena Improvements Reserve	Trust
9	Water Exploration	100,000	Water Fund Capital Reserve	Trust
10	Water Heavy Equipment Replacement	40,000	Water Fund Capital Reserve	Trust
11	Water Main Replacement - City Wide	75,000	Water Fund Capital Reserve	Trust
12	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
13	Inflow/Infiltration Mitigation	300,000	Sewer Fund Capital Reserve	Trust
14	Sewer Heavy Equipment Replacement	40,000	Sewer Fund Capital Reserve	Trust
15	Sewer Main Replacements - City Wide	150,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$1,713,250</u>		

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

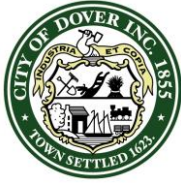
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

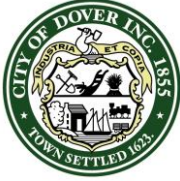
Resolution Number: **R – 2016.10.12 – 140**
Resolution Re: **Appropriation For FY2018 Capital Improvements
Program – Non-Debt Financed Projects**

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2016.10.12 – 140**
Resolution Re: **Appropriation For FY2018 Capital Improvements
Program – Non-Debt Financed Projects**

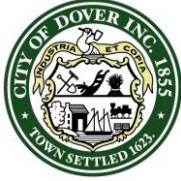
RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates reserve trust funds to finance a portion of the FY18 Capital Improvements Program. In addition, it authorizes the transfer of Reserve Trust Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2017:

Description	Proposed Appropriation	Balance 6/30/2017
Trust Reserve Funds CIP		
General Fund Capital Reserve *	743,250	192,874
Parks Improvements Reserve	50,000	105,597
Recreation Facilities Reserve	25,000	285,161
Arena Improvements Reserve	90,000	126,286
Water Fund Capital Reserve	315,000	2,150,549
Sewer Fund Capital Reserve	<u>\$490,000</u>	579,263
Total	1,713,250	

* The General Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$850,000 into the reserve is proposed in the CIP FY 2018-2023 to be budgeted during FY2018 as part of the City's Operating Budget.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2016.10.12 – 141**
Resolution Re: **Appropriation For FY2018 Capital Improvements
Program and Authorization for Bonding**

WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital projects are appropriated with estimated useful lives in excess of the length indicated:

Item #	Description	Proposed Appropriations	Life/Yrs	Department	Fund
1	City Hall Structural/Safety Improvements	750,000	20	Comm Serv - PW	General
2	Fire Quint/Pumper Replacement	890,000	15	Fire & Rescue	General
3	McConnell Center Generator	217,000	10	Fire & Rescue	General
4	Sidewalk - Upper Whittier Street	275,000	20	Comm Serv - PW	General
5	Street Reconstruction - Roberts Road	850,000	20	Comm Serv - PW	General
6	Cochecho Riverfront Site Preparation	500,000	20	Waterfront TIF	TIF District
7	Cochecho Riverfront Park Development	1,412,500	20	Waterfront TIF	TIF District
8	Water System Facilities Upgrade	8,000,000	20	CS - Water	Water
9	Water Main Replacement - Oak/Broadway Area	1,250,000	20	CS - Water	Water
10	Sewer Main Replacement - Oak/Broadway Area	750,000	20	CS - Sewer	Sewer
Total		<u>\$14,894,500</u>			

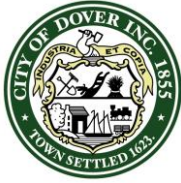
AND FURTHER BE IT RESOLVED THAT:

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND FURTHER BE IT RESOLVED THAT:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing eligible Sewer Fund projects provided CWSRF funding is available; and the City of Dover is hereby authorized to participate in the NH Drinking Water State Revolving Fund (DWSRF) Program for financing the Water Fund projects provided DWSRF funding is available. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF and DWSRF Programs and obtain loans through the programs for eligible identified projects.

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after public hearing.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2016.10.12 – 141**
Resolution Re: **Appropriation For FY2018 Capital Improvements
Program and Authorization for Bonding**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal: Anthony Blenkinsop
Form and Compliance: General Legal Counsel

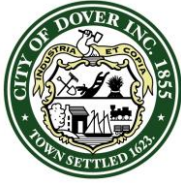
Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2016.10.12 – 141**
 Resolution Re: **Appropriation For FY2018 Capital Improvements Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2017 Capital Improvements Program financed by debt and authorizes the sale of bonds.

This resolution makes appropriations for projects that are scheduled to be completed over multiple years. The Finance Department requests from all departments with projects to submit cash flow requirements for projects. These cash flow projections are completed to determine the amount by project for the coming bond issuance. Those projects that are not financed or are only partially financed remain as authorized unissued debt and bonded (financed) when the cash need arises.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired: The Net Sewer reflects the amount retired by user fees (total debt retirement less State aid for principal).

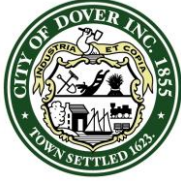
Description	City	School	Water	Sewer	Waterfront TIF	Total
FY2018						
Authorization	2,982,000	0	9,250,000	750,000	1,912,500	14,894,500
FY2018 Retirement	3,979,031	2,007,771	1,037,696	1,150,758	0	8,175,256
Net Change	(997,031)	(2,007,771)	8,212,304	(400,758)	1,912,500	6,719,244

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2016 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	36,593,825	90,488,021	9,814,930	0	0	27,441,155	164,337,931
Authorized - Unissued	14,220,004	6,900,000	22,750,000	2,450,000	0	17,798,001	64,118,005
Total Issued & Unissued	50,813,829	97,388,021	32,564,930	2,450,000	0	45,239,156	228,455,936
This Authorization	2,982,000	0	9,250,000	0	0	2,662,500	14,894,500
Grand Total	53,795,829	97,388,021	41,814,930	2,450,000	0	47,901,656	243,350,436
Legal Debt Limit	93,052,012	217,121,361	310,173,373	4,000,000	NA	NA	
Unused Capacity	39,256,183	119,733,340	268,358,443	1,550,000			
Percent Unused	42.2%	55.1%	86.5%	38.7%			

Notes: Legal debt limits are based on a percent of equalized assessed value. City 3%, School 7%, Water 10%.
 DBIDA limits are set by special legislation.
 IP = Industrial Park projects
 IB = Industrial Building projects
 Exempt includes Sewer, Special Revenue Funds, TIF District, and Tolend Road Landfill debt.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2016.10.12 – 141**

Resolution Re: **Appropriation For FY2018 Capital Improvements
Program and Authorization for Bonding**

Multi-Year Projects Proposed Bonding Schedule

The following table summarizes the bonding schedule for the proposed debt authorizations. This table shows that for multi-year projects the issuance of bonds will be done based on cash flow requirements per the projects' proposed segments as presented in the Capital Improvements Program.

Item #	Description	Proposed Appropriations	FY2018	FY2019	FY2020	FY2021
1	City Hall Structural/Safety Improvements	750,000	250,000	250,000		250,000
2	Fire Quint/Pumper Replacement	890,000	890,000			
3	McConnell Center Generator	217,000	217,000			
4	Sidewalk - Upper Whittier Street	275,000	25,000		250,000	
5	Street Reconstruction - Roberts Road	850,000	100,000	750,000		
6	Cochecho Riverfront Site Preparation	500,000	500,000			
7	Cochecho Riverfront Park Development	1,412,500	300,000			1,112,500
8	Water System Facilities Upgrade	8,000,000	8,000,000			
9	Water Main Replacement - Oak/Broadway	1,250,000	1,250,000			
10	Sewer Main Replacement - Oak/Broadway	750,000	750,000			
Total		14,894,500	12,282,000	1,000,000	250,000	1,362,500

Financial Policy Considerations

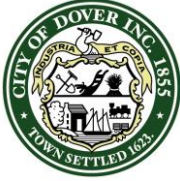
The proposed debt authorizations contained in this resolution will result in the following City Council adopted Financial Policies not being adhered to:

- A. Water Fund debt shall not exceed 5% of the State of NH legal limit.
- B. Water Fund debt service for any given fiscal year shall not exceed 40% of the total appropriations for the fund.

Water Fund debt will exceed the 5% policy limit in FY2018 and continue through FY2023 as a result of the proposed funding for Water System Facilities Upgrade. The Water Fund debt service as a percentage of budget is projected to exceed the 40% policy level in FY2018 and continue through FY2023.

Rate Impacts

The following tables summarize the change from year to year on the Property Tax Rate and the Utility Rates, net of existing debt service and aid, related to the projects proposed to be bonded in FY18. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2016.10.12 – 141**
 Resolution Re: **Appropriation For FY2018 Capital Improvements Program and Authorization for Bonding**

CIP Only

Net Change in Property Tax Rates

	2018	2019	2020
City	0.08	0.18	0.27
School	-	0.02	0.02
Total Change	0.08	0.20	0.29

Est Tax Rate	27.48	27.68	27.97
--------------	-------	-------	-------

% Change City	0.74%	1.65%	2.45%
% Change School	0.00%	0.18%	0.18%
% Change Total	0.29%	0.73%	1.05%

Including Prior Year Authorizations

Net Change in Property Tax Rates

	2018	2019	2020
City	0.26	-	(0.01)
School	(0.67)	0.65	0.01
Total Change	(0.41)	0.65	-

Est Tax Rate	26.99	27.64	27.64
--------------	-------	-------	-------

% Change City	2.40%	0.00%	-0.09%
% Change School	-6.10%	6.30%	0.09%
% Change Total	-1.50%	2.41%	0.00%

Rate per \$1,000 of Assessed Value

CIP Only

Net Change in Utility Rates

	2018	2019	2020
Water	0.96	0.95	0.95
Sewer	0.12	0.19	0.19
Total Change	1.08	1.14	1.14

Est Utility Rate	13.94	15.08	16.22
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% Change Water	19.83%	16.38%	16.41%
% Change Sewer	1.50%	2.33%	2.31%
% Change Total	8.40%	8.18%	8.14%

Including Prior Year Authorizations

Net Change in Utility Rates

	2018	2019	2020
Water	1.57	0.28	0.13
Sewer	1.35	(0.22)	(0.13)
Total Change	2.92	0.06	-

Est Utility Rate	15.78	15.84	15.84
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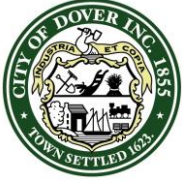
% Change Water	32.44%	4.37%	2.54%
% Change Sewer	16.83%	-2.35%	-1.67%
% Change Total	22.71%	0.38%	0.00%

Rate per 100 Cubic Feet of Water Consumption

The table below reflects the net change from year to year, and the total change after 3 years, for an average single family home for taxes and user fees, based on the FY17 estimated assessed value at \$277,479 with 75 HCF of average water usage.

Impact to Average Single Family Home

Description	Yr1	Yr2	Yr3	Change After 3 Years
CIP Only				
Property Tax	22	55	80	158
Water Fees	72	71	71	215
Sewer Fees	9	14	14	38
Total Avg SFH Impact	103	141	166	410
Including PY Authorizations				
Property Tax	(114)	180	(6)	61
Water Fees	118	21	10	149
Sewer Fees	101	(17)	(10)	75
Total Avg SFH Impact	105	185	(6)	285



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2016.10.12 – 012**
Ordinance Title: Cemeteries
Chapter: 74
Section: 2

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 74, Section 2 Closing Hour; Permitted Access regarding parking in cemeteries.

2. AMENDMENT

Chapter 74 entitled “Cemeteries” is hereby amended by revising Section 2, “Closing Hour; Permitted Access” as follows:

74-2. Closing Hour; Permitted Access.

All cemeteries, ~~public or private~~, in the City of Dover shall be closed in between sunset and sunrise ~~close at sundown~~. No person, except an employee of the Community Services Department performing official duties, shall enter, or remain in, ~~or park a motor vehicle in~~ any cemetery ~~public or private~~ located in the City of Dover, in between sunset and sunrise ~~after sundown~~. Children are not permitted on cemetery grounds, ~~public or private~~, unless accompanied by an adult. The parking of Vehicles in cemeteries is permitted for visitors to the cemetery only. The hours of permissible vehicle parking in City owned/controlled cemeteries is set forth in Chapter 166-57. SCHEDULE J. Limited Time Parking, Table I.

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

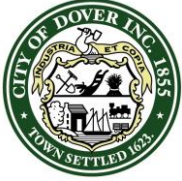
Mayor Karen Weston
By request

Approved as to Legal
Form and Compliance:

Anthony Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2016.10.12 – 012**
Ordinance Title: Cemeteries
Chapter: 74
Section: 2

DOCUMENT HISTORY:

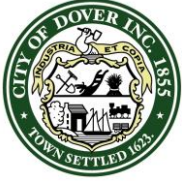
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

This ordinance change is intended to bring greater clarity to when cemeteries in the City of Dover are closed and to address vehicle parking given potential amendments to Chapter 166 of the Dover Code.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Sections: 21 Resident Parking Permit
41 Time Limits
50 Stop Intersections – Schedule C
56 No Parking at Any Time – Schedule I
57 Limited Time Parking - Schedule J
59 – Parking Meter Zones

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to make amendments and additions to various sections of Chapter 166.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 21, “Resident Parking Permit” by amending Paragraph C as follows:

166-21. Resident Parking Permit. [Added on 04-27-83 by Ord. No. 10-83; Repealed on 08.13.2008 by Ord. No. 2008.07.23-6; Added on 04-15-2015 by Ord. No. 2015.03.25-010; Amended on 12-09-2015 by Ord. No. 2015.10.28-023]

C. Authorized residential parking areas include the Metered Parking Garage and City controlled parking lots that are not leased or deeded to a third party excluding the Orchard Street Parking Lot. In addition, the following streets qualify for residential permit parking: First Street (northerly side spaces not subject to third party license), Chestnut Street between First Street and Orchard Street, Second Street, Main Street and School Street (angled parking spaces only).

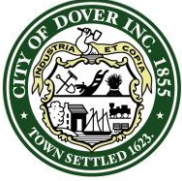
3. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 41 “Time Limits” as follows:

166-41. Time Limits. [Added on 04-22-2015 by Ord. No. 2015.04.22-011]

No Person shall park a Vehicle in a Metered On-Street Parking Space or in a surface parking space in the Orchard Street parking lot in excess of three (3) consecutive hours. This section shall not apply to Metered On-Street Parking Spaces on the following Public Highways:

Henry Law Avenue
River Street



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Sections: 21 Resident Parking Permit
41 Time Limits
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4. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 50, Schedule C, “Stop Intersections” by adding stop signs as follows:

166-50. SCHEDULE C: Stop Intersections. [Amended on 06-30-99 by Ord. No. 07-99, Additional amendments noted where applicable]

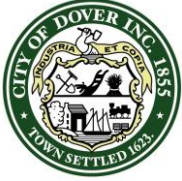
<u>STOP SIGN ON:</u>	<u>AT INTERSECTION OF:</u>
<u>Crestview Drive</u>	<u>Glenwood Avenue</u>
<u>Merry Street</u>	<u>Central Avenue</u>
<u>Washington Street</u>	<u>Arch Street</u>

5. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 56, Schedule I, “No Parking at Any Time” as follows:

166-56. SCHEDULE I: No Parking at Any Time.

<u>George Street</u>	<u>Northwesterly side, from the intersection with Sonnett Street to the intersection with Henry Law Avenue, except where individual parking spaces are marked by the City</u>
<u>Silver Street</u> [Added on 01-19-94 by Ord. No. 34-93]	<u>North side, from the intersection with Central Avenue westerly to the intersection with Locust StreetKnox Marsh Road</u>
<u>Silver Street</u> [Added on 01-19-94 by Ord. No. 34-93]	<u>South side, from the intersection with Central Avenue westerly to the intersection with Locust Street, except during Sunday Religious Services at the First Parish ChurchKnox Marsh Road</u>



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
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Silver Street

~~Southerly side, from the intersection with Locust Street
westerly for a distance of 150 feet~~

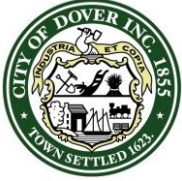
6. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 57, Schedule J, “Limited Time Parking” by amending Paragraphs B and F and adding Paragraphs I and J as follows:

166-57. SCHEDULE J. Limited Time Parking. [Amendments noted where applicable]

B. In accordance with the provisions of 166-22, it shall be unlawful for the owner or operator of any Vehicle to park for more than two (2) hours in the following described locations:

<u>STREET</u>	<u>LOCATION</u>
Adelle Drive [Added on 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th
Belknap Parking Lot	[Repealed on 11-3-88 by Ord. No. 22-88]
Broadway	Northerly side, from the intersection with St. John Street westerly to the PSNH pole #114/A1
Broadway	Southerly side from the intersection with Central Avenue driveway between 3 and 7 Broadway easterly to the intersection with St. John Street
Central Avenue [Added on 02-11-2015 by Ord. No. 2015.01.28-005]	Westerly side from the driveway between 572 and 574 Central Avenue, southerly to the intersection with Fifth Street



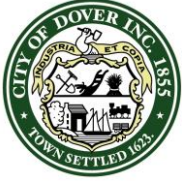
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
 Ordinance Title: Vehicles and Traffic
 Chapter: 166
 Sections: 21 Resident Parking Permit
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<u>STREET</u>	<u>LOCATION</u>
Central Avenue [Added on 12-21-88 by Ord. No. 30-88; Amended on 02-11-2015 by Ord. No. 2015.01.28-005]	Easterly side from the intersection of New York Street, southerly to the intersection with Fifth Street
Central Avenue	[Repealed on 02-26-86 by Ord. No. 01-86]
Chestnut Street [Amended on 8-24-2015 by Ord. No. 2015.07.08-015]	Westerly side, from the intersection with Third Street northerly to the intersection with Sixth Street
Chestnut Street [Amended on 8-24-2015 by Ord. No. 2015.07.08-015]	Easterly side, from the intersection with Fifth Street northerly to the intersection with Sixth Street
Chestnut Street Parking Lot	All spaces except as otherwise posted
Fairfield Drive [Added on 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th
Fourth Street	Both sides, from the intersection with Chestnut Street westerly to the intersection with Grove Street except as otherwise posted
Green Street [Added on 05-30-90 by Ord. No. 07-90]	Northerly side, from the intersection with Chestnut Street westerly to the intersection with Washington Street except as otherwise posted
Hartwood Road [Added on 08.13.08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th



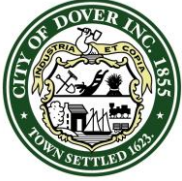
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
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<u>STREET</u>	<u>LOCATION</u>
Kirkland Street [Added on 01-15-97 by Ord. No. 21-96; Amended 09-17-03 by Ord. No. 14-2003]	Northerly side, from the intersection with Locust Street easterly to the intersection with Central Avenue
Lisa Beth Drive [Added on 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th
Locust Street	[Repealed on 12-21-88 by Ord. No. 30-88]
Locust Street	[Repealed on 12-21-88 by Ord. No. 30-88]
Locust Street [Added on 07-12-06 by Ord. No. 2006.28- 09]	Westerly side, from the intersection with Hale Street, southerly to the intersection with Kirkland Street, unless otherwise posted
Lower Square Parking Lot	[Repealed on 05-15-02 by Ord. No. 18-2002]
Plaza Drive [Added on 09-28-94 by Ord. No. 14-94]	Westerly side, between exit and entrance to #307 Plaza Drive
Second Street	[Repealed on 08-13-2014 by Ord. No. 2014.08.13-15]
St. Thomas Street	[Repealed on 02-19-2003 by Ord. No. 01-2003]
Sunset Drive [Added 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th
Sylvan Drive [Added on 08-13-08 by Ord. No. 2008.07.23-7]	Both sides for the entire length, between the hours of 8:00 A.M. and 2:00 P.M., Monday through Friday, between September 1 st and June 15 th



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
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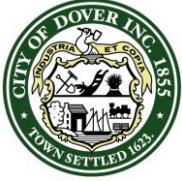
<u>STREET</u>	<u>LOCATION</u>
Third Street	Both sides, from the intersection with Chestnut Street westerly to the intersection with Grove Street except as otherwise posted

- F. In accordance with the provisions of 166-22, it shall be unlawful for the owner or operator of any Vehicle to park for more than thirty (30) minutes in the following described locations: [Amended on 05-18-94 by Ord. No. 06-94. Amended on 8-24-2015 by Ord. No. 2015.07.08-015]

<u>STREET</u>	<u>LOCATION</u>
Church Street [Added on 07-12-06 by Ord. No. 2006.06.28-08]	On the southerly side, from the intersection with Locust Street, 2 spaces in an easterly direction
George Street [Added on 03-24-10 by Ord. No. 2010.03.10-6]	Easterly side, 2 spaces nearest Henry Law Avenue
Henry Law Avenue [Added on 03-24-10 by Ord. No. 2010.03.10-6]	Northerly side, from George Street to River Street
<u>Locust Street</u>	<u>3 posted spaces in the traffic circle in front of the McConnell Center (61 Locust Street)</u>

- I. In accordance with the provisions of 166-22, it shall be unlawful for the owner or operator of any Vehicle to park from 9:00 P.M. to 6:00 A.M. between April 1st and October 31st and from 5:00 P.M. to 7:00 A.M. between November 1st to March 31st in the following described locations:

<u>CEMETERIES</u>	<u>LOCATION</u>



CITY OF DOVER

CITY OF DOVER - ORDINANCE

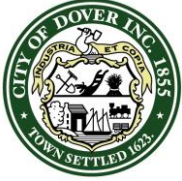
Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
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<u>CEMETERIES</u>	<u>LOCATION</u>
<u>Pine Hill Cemetery</u>	<u>Central Avenue</u>
<u>Austin-Tuttle Cemetery</u>	<u>Old Dover Point Road and Gerrish Road</u>
<u>First Settler's Cemetery</u>	<u>Dover Point Road</u>
<u>Pinkham Cemetery</u>	<u>Dover Point Road and Ayers Lane</u>

- J. In accordance with the provisions of 166-22, it shall be unlawful for the owner or operator of any Vehicle to park for more than two (2) hours per day in the following described locations:

<u>STREET</u>	<u>LOCATION</u>
<u>Chestnut Street</u>	<u>Westerly side, from the intersection with Third Street northerly to the intersection with Sixth Street</u>
<u>Chestnut Street</u>	<u>Easterly side, from the intersection with Fifth Street northerly to the intersection with Sixth Street</u>
<u>Chestnut Street Parking Lot</u>	<u>All spaces except as otherwise posted</u>
<u>Green Street</u>	<u>Northerly side, from the intersection with Chestnut Street westerly to the intersection with Washington Street except as otherwise posted</u>



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Sections: 21 Resident Parking Permit
41 Time Limits
50 Stop Intersections – Schedule C
56 No Parking at Any Time – Schedule I
57 Limited Time Parking - Schedule J
59 – Parking Meter Zones

7. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 59, Schedule L, “Parking Meter Zones” “Metered On-Street Parking Spaces” by adding language as follows:

166-59. SCHEDULE L: Parking Meter Zones. [Added on 04-22-2015 by Ord. No. 2015.04.22-012]

METERED ON-STREET PARKING SPACES	<u>LOCATION</u>
<u>Broadway</u>	<u>Southerly side from the intersection with Central Avenue easterly to the driveway between 3 and 7 Broadway</u>

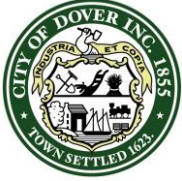
8. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
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Sections: 21 Resident Parking Permit
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57 Limited Time Parking - Schedule J
59 – Parking Meter Zones

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

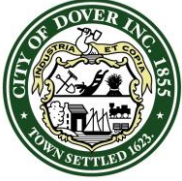
ORDINANCE BACKGROUND MATERIAL:

Re: Chapter 166-21. Resident Parking Permit. At their September 20, 2016 meeting, the Parking Commission voted unanimously to add the new spaces created on the Chestnut Street bridge be available to First Street resident permit holders if they are unable to find a space in front of their buildings on First Street. This would not apply during the winter parking ban as they are allowed to use the Transportation Center parking lot. They also voted to keep the spaces up by Central Avenue available to customers of local merchants and not allow resident permits to be used there.

Re: Chapter 166-41. Time Limits. This portion of the ordinance change pertains to the request of area merchants that the Parking Commission conduct a two month evaluation of instituting a 3-hour limit for the public surface parking spaces in the Orchard Street parking lot. At the Commission's September 20, 2016 meeting, they voted unanimously to make this a permanent change.

Re: Chapter 166-50. Schedule C. This portion of the ordinance is recommended by the TAC as a public safety measure.

Re: Chapter 166-56. Schedule I. This portion of the ordinance is recommended by the TAC as a public safety measure pertaining to George Street and regarding changes to Silver Street following the completion of the Silver Street reconstruction project.



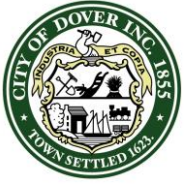
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: O – 2016.10.12 – 013
Ordinance Title: Vehicles and Traffic
Chapter: 166
Sections: 21 Resident Parking Permit
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56 No Parking at Any Time – Schedule I
57 Limited Time Parking - Schedule J
59 – Parking Meter Zones

Re: Chapter 166-57. Schedule J. This portion of the ordinance prohibits overnight vehicle parking in City cemeteries and for the owner or operator of any vehicle to park for more than two hours in a day in certain parking lots. Also, at their September 20, 2016 meeting, the Parking Commission voted unanimously to include the spaces on Broadway from Central Avenue to the Dover Fire Station in the metered parking program.

 CITY OF DOVER	CITY OF DOVER – ORDINANCE	
	Ordinance Number: Ordinance Title: Chapter:	Agenda Item: 13.C.3. O – 2016.10.12 – 014 Updating the Dover Zoning Ordinance 170 – Zoning Map – Section 8

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 170 of the Code of the City of Dover, entitled Zoning, by rezoning a parcel of land from residential to industrial.

2. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising the official Zoning Map of the City of Dover, referred to in Section 170-8 of said Chapter as follows:

“The official Zoning Map of the City of Dover, New Hampshire, dated December 9, 2009, is amended by changing from Rural Residential (R-40) District to Assembly and OFFICE (I-4) District an area of approximately 16 acres located at 447 Sixth Street and Production Drive, consisting of lot D-12.”

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

REQUIRES A PUBLIC HEARING

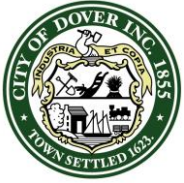
AUTHORIZATION

Approved as to
Funding: Daniel R. Lynch
Finance Director

Sponsored by: Councilor Dennis Ciotti
City Council Planning Board
Representative

Approved as to Legal
Form
and Compliance: Anthony Blenkinsop
City Attorney

Recorded by: Karen Lavertu
City Clerk

 CITY OF DOVER	CITY OF DOVER – ORDINANCE		Agenda Item: 13.C.3.
	Ordinance Number:	O – 2016.10.12 – 014	
	Ordinance Title:	Updating the Dover Zoning Ordinance	
	Chapter:	170 – Zoning Map – Section 8	

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:



- ▶ PROPOSED CHANGE .. 1
- ▶ AT A GLANCE 1
- ▶ PURPOSE STATEMENT. 2
- ▶ CONCEPTS 2
- ▶ DIMENSIONAL REGS.... 3
- ▶ STORMWATER REGS ... 3
- ▶ ALLOWED USES 4
- ▶ ENVIRONMENTAL 5
- ▶ INFRASTRUCURE 5
- ▶ BIG PICTURE 6

City of Dover Department of Planning and Community Development

Rezoning Analysis

PROPOSED REZONING OF ASSESSORS MAP D LOT 12

Proposed Change

Background

In January 2016, the Dover City Council set a goal of reviewing the balance between commercial and residential property valuations within the City, and pursuing changes to that balance. Rezoning property is one way to adjust this balance.

Economic Development and Planning staff worked with Dover Business Industrial Development Authority board members to review of the City, assessing various properties within the City for inclusion in a long term rezoning plan of residential land to commercial zoning.

Area Description

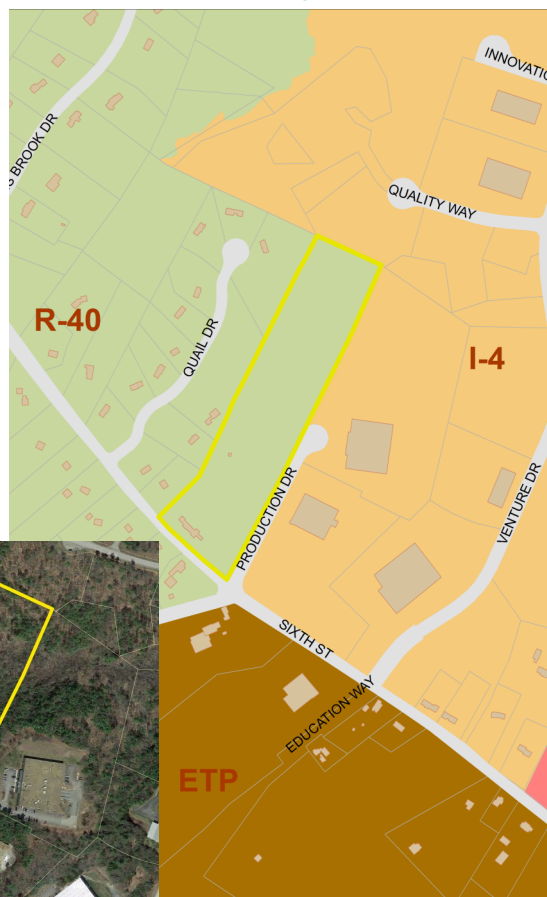
Map D, Lot 12, AKA 447 Sixth Street, is a 16 acre parcel, with an approximate width of 400 feet and depth of 1,650 feet. It is located at the intersection of Sixth Street and Production Drive, and zoned Rural Residential (R-40). It is adjacent to Enterprise Park, which is located within the Office and Assembly (I-4) zone. A wooded swath as well as topographic changes as one goes north on Sixth Street create a

natural buffer between this property and adjacent residential uses on Quail and Reyner's Brook Drives.

Amendment

Currently, the boundary between the R-40 and I-4 districts runs along the north western boundary of Production Drive, and to the north of Map D, Lot 12, shown to the right.

The proposed change relocates this boundary to include Map D, Lot 12 within the I-4 district. This new boundary would be at the north-westerly side of the property. This would create non-residential land on a public road, with access to utilities, so no new roadway would be created. It would exchange 16 acres between the residential and non-residentially zoned land.



AT A GLANCE:

Total Acreage (Land Use):	1.2
Citywide:	15,557
Residential:	8,016
Non-Residential:	3,620
Area of Interest :	16
Current Unit on lot #:	5

Potential Unit # (No zone change):	16
Commercial Development potential	40,000 sf
Public Road Potential? (Y/N):	Y
Open Space Subdivision? (Y/N):	Y
Water (Y/N):	Y
Sewer (Y/N):	Y

Purpose Statements

Purpose statements for each zoning district assist planners and property owners in understanding the spirit and intent of the specific zone. This ensures more efficient and clear use of property.

Rural Residential:

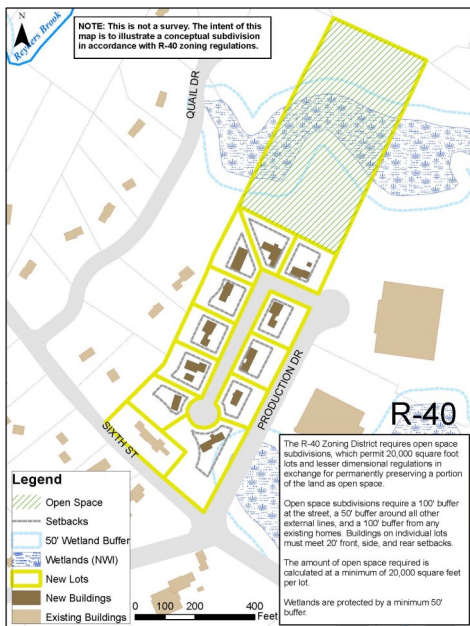
The purpose of this residential district is to provide for conventional single-family neighborhoods in the more rural areas of the city. These areas have larger lot sizes (1+ acres) and the homes are most likely served by on-site septic systems and wells, but there are some portions of the district that have municipal sewer and water. New subdivisions are designed as open space developments with reduced lot sizes allowed in return for the permanent preservation of open space. Agriculture and farming are promoted in this district. Some non-residential uses that are compatible with single-family homes are permitted, including churches, hospitals, elementary schools, high schools and child care facilities.

Assembly and Office:

The purpose of this industrial district is to provide appropriate locations for manufacturing, assembly, fabrication, packaging, distribution, laboratory, testing facility, warehousing, wholesaling, publishing and shipping activities that expand the economic base of the city and provide employment opportunities. These areas are located along major collector roads away from the downtown area. The newest industrial park developed by the city is located in this district. The minimum lot size in this district is five acres, which encourages larger industrial users.

Development Concept Scenarios^{1,2,4}

Rural Residential:



Description.

A residential development, similar in scale and scope to those on Quail Drive is proposed for the property. 11 new single family homes, with a public road, off Production Drive are proposed. Similar to Quail Drive, the average assessed value of the homes is \$328,000.

Tax Impact

Dover's estimated tax rate is \$27.11. This provides tax revenue of approximately \$8,900 per house. A single family home in Dover provides .5 a student into the school system. The cost to educate a child is approximately \$15,000.

A new 1,000 foot public road would be constructed. There would be cost for main-

taining and plowing this roadway and providing other services.

Traffic Impact

The Institute of Transportation Engineers identifies that 1 PM Peak hour vehicle trip per unit is generated for a single family home, resulting in 11 new trips, in the evening.

Abutter Impact

As this would be a major subdivision, it would be required to set aside open space, and have a 50 foot no cut buffer along the perimeter. Street trees would be required.

There is no restriction on lighting or placement of sheds/garages, other than 10 feet off a property line.

Description.

Two manufacturing/office buildings similar to Formax are proposed for the site, each on a five acre lot. The new buildings are placed upon lots fronting on Production Drive with a shared driveway. Similar to Formax, these 18,000 square foot facilities have an assessed value of \$2,626,000.

Tax Impact

Dover's estimated tax rate is \$27.11. This provides tax revenue of approximately \$71,000 per business. In addition the buildings provide 36 jobs to the local economy.

Traffic Impact

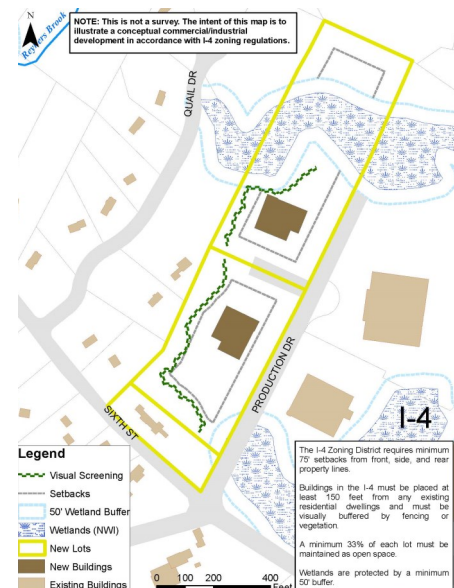
The Institute of Transportation Engineers

identifies that .73 PM Peak hour vehicle trip per 1,000 sq ft of space is generated by a manufacturing facility. This results in 13 vehicle trips per building, in the evening. Trip generation would be more isolated due to shifts and variables such as flextime.

Abutter Impact

The facilities would be required to be located a minimum of 150 feet from any home, with a 75 foot no cut buffer along the perimeter, with additional screening as necessary added for light and noise. 33% of each lot needs to be landscaped.

The businesses would have typical hours of operation. Loading facilities, parking and accessory elements would be screened and sighted away from abutters.



Office and Assembly:

Dimensional Review³

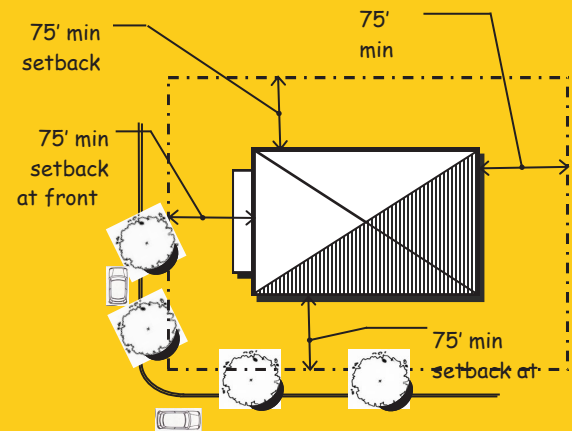
	Rural Residential	Open Space	Office and Assembly	Notes
LOT				
Minimum LOT Size	40,000 sf	20,000 sf	5 acres	R-40 excludes wetlands
Maximum Lot Coverage	10%	10%	33%	R-40 excludes driveway
Minimum Frontage	150 ft	40 ft	400 ft	
PRINCIPAL BUILDING				
Front Setback	40 ft	20 ft	75 ft	
Abut a Street Setback	40 ft	20 ft	75 ft	
Side Setback	25 ft	20 ft	75 ft	
Rear Setback	30 ft	20 ft	75 ft	
Distance to existing structures	N/A	100 ft	150 ft	
OUTBUILDING/ACCESSORY USE				
Front Setback	40 ft	20 ft	75 ft	In I-4, parking setback is 25 ft
Abut a Street Setback	40 ft	20 ft	75 ft	
Side Setback	10 ft	10 ft	10 ft	
Rear Setback	10 ft	10 ft	10 ft	
HEIGHT OF BUILDING				
Principal Building	35 ft max	35 ft max	40 ft max	
Outbuilding	35 ft max	35 ft max	55 ft max	

Mitigating Abutter Impact

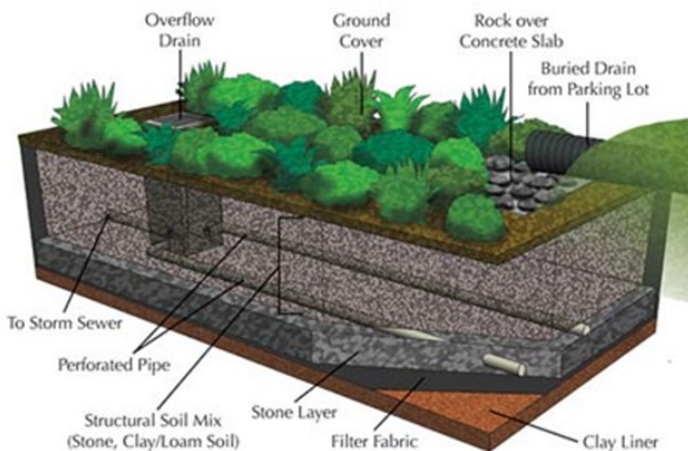
Dover's zoning and site regulations are sensitive to impacts on residential abutters from commercial development. Examples of protections include, retention of existing trees, as a landscape buffer between projects, extensive landscaping and lighting requirements, and requirements that loading facilities, parking and accessory elements be screened and sighted away from abutters. While there is no residential property maintenance regulations, there are requirements for commercial properties, per site plan approval.

During development review, the context of all projects is reviewed, to ensure that impacts are reviewed and mitigated on a site by site basis, understanding that each project and parcel is unique.

I-4 Principal Building Placement



Stormwater Management



Dover leads the state with recently amended regulations related to Stormwater Management, within our Site Plan Regulations. The effects of development whether residential, parking lots, or commercial all impact stormwater management. The regulations manage stormwater runoff, protect water quality and quantity, minimize the contribution of a pollutant for which a water body is impaired to the maximum extent practicable, cause no discharge of runoff to an adjacent property in excess of runoff discharge in the existing developed or undeveloped condition, and encourage the use of low impact development strategies.

For new development, runoff of impervious surfaces, total suspended solids, pollutants, infiltration, water table, and plantings are all considered and regulated. The minimum protections and management standards require that all development comply with EPA Phase II stormwater rules and the City's MS4 permit, existing waters be protected by buffers, and

best management practices are in place, low impact development strategies must be used, the use of salt and other winter maintenance items are also covered to make sure no discharge to receiving waters is possible. To prevent issues such as pollutants entering the water system, flooding, and more new developments must go through the City's stormwater regulations.

Allowed Uses³

Rural Residential (R-40)#

ACCESSORY DWELLING UNIT	
ASSEMBLY HALL	FARM ANIMALS FOR FAMILY USE, for non-commercial purposes, on lots containing a one or two family dwelling*
BED and BREAKFAST	Hospital
CHILD CARE HOME	MANUFACTURED HOUSING
Clinic	OFFICE (Home Occupation)
CONSERVATION LOT	PUBLIC RECREATION
COUNTRY CLUB*	Recreational Camp
DWELLING, SINGLE FAMILY	
EDUCATIONAL INSTITUTION, K-12	
CHILD CARE FACILITY	Raised on Site
EXCAVATION	Veterinary Office, Animal Hospital or KENNEL*
FARM *	WHOLESALE
Public Utility*	
Retail Sale of Agricultural or Farm Products	
Computer and data processing	OFFICE
Establishments for the manufacture assembly*	PUBLISHING FACILITY
Laboratories (scientific, medical chemical)	WAREHOUSING

Common#

Office and Assembly (I-4)#

Rural Residential Uses Permitted by Special Exception*

- ASSISTED LIVING FACILITY
- CONGREGATE CARE FACILITY
- CONTINUING CARE COMMUNITY FACILITY
- EDUCATIONAL INSTITUTION, POST SECONDARY
- ELDERLY ASSISTED CARE HOME
- Helicopter Take Offs & Landings
- JUNKYARD
- MANUFACTURED HOUSING Park
- NURSING HOME

Office and Assembly Uses Permitted by Conditional Use

- SELF-SERVICE STORAGE FACILITY*

* see zoning tables for footnotes.

Uses allowed, which could not be done on this parcel are not shown

WORDS IN ALL CAPS are defined in ordinance

Environmental Review²

Introduction.

Prior to any development of a site, the developer would be required to review and document environmental and topographic constraints that exist on the parcel. This concept review was completed using the City's Geographic Information System Data.

Property Description

The 16 acre parcel is roughly arranged in a rectangular shape, with a width of 400 feet and a depth of 1,650 feet. The parcel is mostly wooded, with a clearing along Sixth Street where the existing structure is located. It has access from both Sixth Street and Production Drive.

Wetlands/Soils

The property appears to have an area of wetlands contained upon it. This

area is located to the rear of the property, which is consistent with soils found on adjacent parcels. An area of hydric soil is close to the Sixth/Production. intersection

Floodplain Development

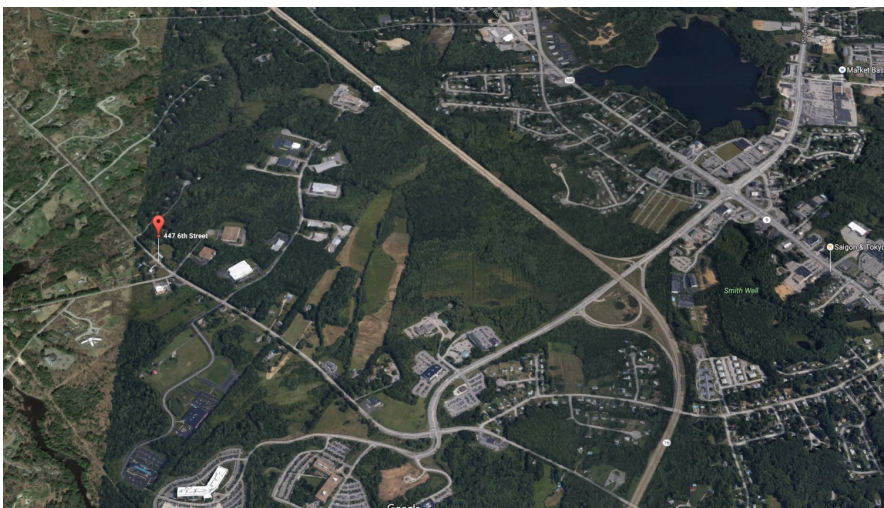
There appear to be no major flooding concerns for the property. A review of the FEMA mapping for the area, indicates that the property is 700 feet from Reyners Brook.

Topography

The parcel is relatively flat with an elevation of approximately 200 feet above sea level at Sixth Street and along Production Drive. The parcel slopes towards Quail Drive and towards the properties within Enterprise Park, which border it on the north of the parcel. The grade slopes to an approximate elevation of 160 feet.



Transportation and Infrastructure²



Introduction

When reviewing the appropriateness of developing a parcel, transportation and utility infrastructure are reviewed to understand development costs.

Transportation Network

As seen above, the subject parcel is within half a mile of NH Route 16, accessible by Exit 9 via Sixth Street. The infrastructure in Sixth Street has been upgraded to accommodate multiple modes of

transit, including freight truck traffic, and mass transit.

Production Drive has been constructed to the standards necessary for industrial operations. The design of the ROW provides plenty of frontage for the subject lot to be subdivided. Due to sight distance onto Sixth

Street, any substantial development would use Production Drive, as the preferred access to Sixth Street, whether a new roadway, or driveway.

Any development of the proposed lot would include a traffic analysis, which would look,

amongst other things, at any improvements necessary to the road network, especially the intersection with Production Drive, County Farm Road and Sixth Street.

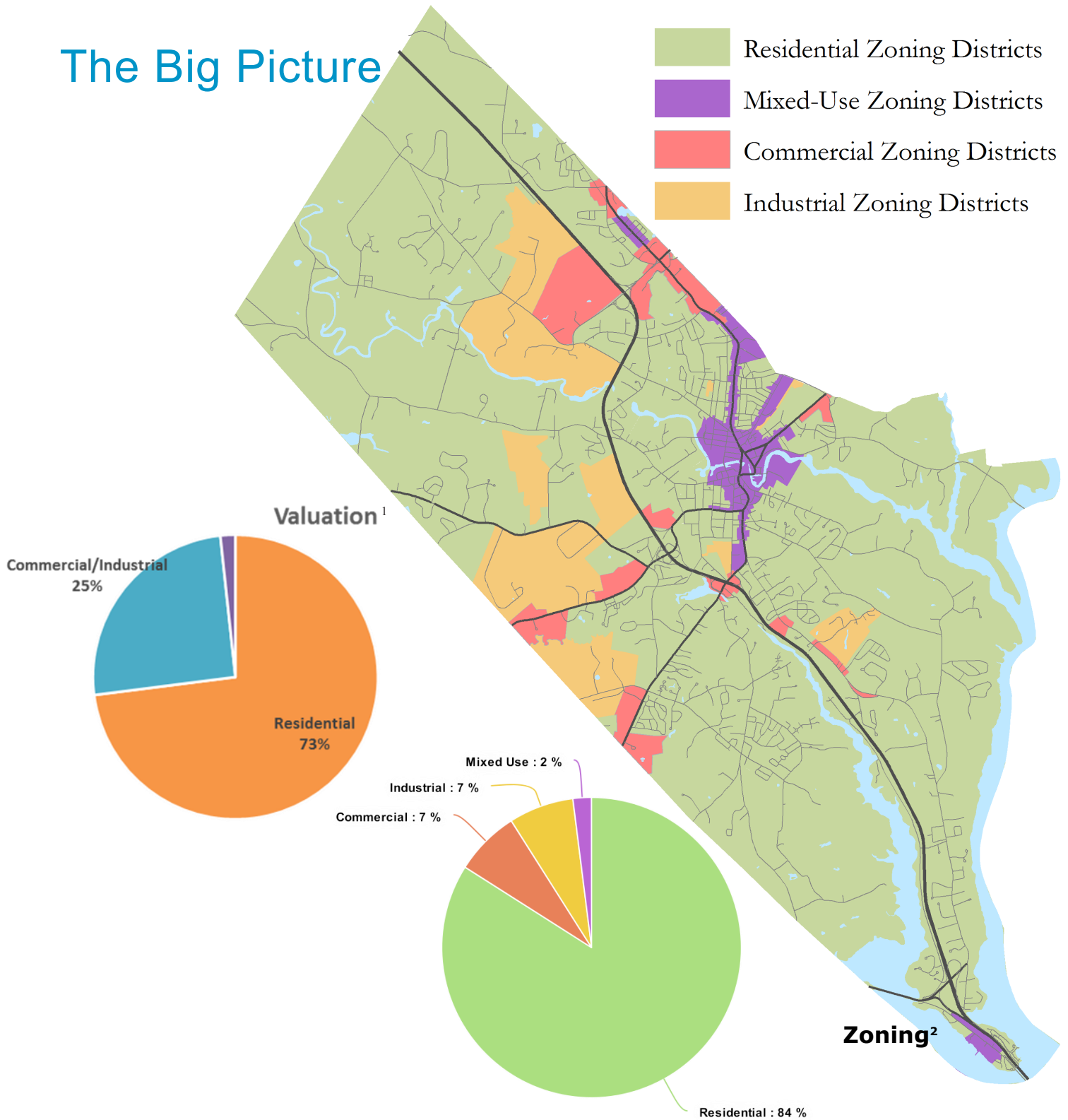
Utilities—Public

A 12 inch municipal water line is located in Sixth Street and an 8 inch line is in Production Drive. Sanitary sewer is located on Production Drive. The existing multi-family dwellings do not tie into either service.

Utilities—Private

Eversource provides electric power to the parcel via service off Sixth Street. Production Drive also has service. Natural Gas and Telecommunications lines are located within the ROW of Production Drive.

The Big Picture



City Council Goal and Objective:

In Dover, after taking office, a new City Council will meet and create goals for its term.

The 2016—2017 Council goals include the following:

“Goal: Implement Long-Term Economic Development

Strategic Objective 3: Identify and rezone appropriate property parcels to spur/enhance commercial development to further balance the commercial-to-residential ratio by five percent in 10 years (measured annually)”

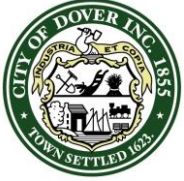
Sources

1 = Tax Assessment Data

2 = Planning Department Land Use Data/Analysis

3 = Chapter 170, Zoning, of the City Code

4 = School District Enrollment Data and FY17 Budget

 CITY OF DOVER	CITY OF DOVER – ORDINANCE Agenda Item: 13.C.4. Ordinance Number: O – 2016.10.12 – 015 Ordinance Title: Updating the Dover Zoning Ordinance Chapter: 170 – Zoning – Section 32
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The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 170 of the Code of the City of Dover, entitled Zoning, by updating the Code to reflect changes in the community and in land use regulations.

2. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-32 “SIGN Review and Regulations” as follows.

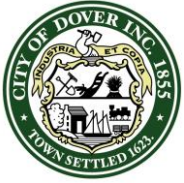
“ARTICLE X

SIGNS AND FENCES

170-32. SIGN Review and Regulations. [Amended on 3-14-84 by Ord. No. 7-84; on 6-10-87 by Ord. No. 13-87; on 10-26-88 by Ord. No. 18-88; on 08-01-90 by Ord. No. 8-90; on 04-21-93 by Ord. NO. 04-93; on 11-22-95 by Ord. No. 19-95; on 01-22-2003 by Ord. No. 35-02; on 03-21-2007 by Ord. No. 01-07; on 12-09-2009 by Ord. No. 2009.09.09-15; on 12-08-2010 by Ord. No. 2010.10.27-13; on 02-22-2012 by Ord. No. 2012.01.25; on 08-19-2015 by Ord. No. 2015.07.22 – 017

Purpose. The purpose of this Section is to create a legal framework for SIGNAGE regulations that is intended to facilitate a flexible and agreeable communication between people. Such an ordinance acknowledges the need to protect the safety and welfare of the public, the need for a well-maintained and attractive appearance throughout the City of Dover and the need for adequate business identification, advertising and communication. While this Section recognizes that aesthetics and design quality cannot be satisfactorily legislated, it does, however, operate on the premise that a large percent of that which is unattractive can be eliminated by sensible quality control through maintenance and inspection and by guidelines formulated to minimize clutter.

- A. Permitted SIGNS. No SIGN shall be permitted within the City of Dover, except in accordance with the provisions of this Section. See tables of Use and Dimensional Regulations by District for overview of permitted SIGNS.
- B. Permit required. No SIGN, other than a ~~directional SIGN~~, a residential nameplate **or a SIGN exempted from the permitting requirements of this Section as described herein** ~~or SIGN advertising a sale or lease of a premise~~, shall be erected or placed in the City of Dover without a SIGN permit. Said permit shall be issued by the Zoning Administrator, provided that the SIGN meets all the regulations of this Section, after the



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

submission of **an application and** a set of plans to an appropriate scale, showing site location, dimensions, method of illumination, if any, and types of materials to be used in construction. Replacement of existing SIGNS and support STRUCTURES, where the area, location or materials are being altered, shall require a permit, and such replacement shall conform to the regulations of this Section.

C. General provisions. All SIGNS shall conform to the following regulations:

(1) SIGN Location. ~~All SIGNS shall be located on the same LOT as the uses which they identify with the following exceptions:~~ **SIGNS shall relate only to the premises upon which they are located, excluding Temporary SIGNS as regulated in Subsection Q.**

~~(a) Political Advertising SIGNS. Political advertising SIGNS shall be regulated as required in Subsection L.~~

~~(b) Industrial Park SIGNS. Industrial Park SIGNS shall be regulated as required in Subsection J.(2)(g).~~

~~(c) Temporary Real Estate and Yard Sale SIGNS. Temporary (forty-eight (48) hours) real estate and yard sale SIGNS may be located off site with the permission of the property owner of the land on which the SIGN is to be placed.~~

~~(d) Temporary Non-profit, Public Benefit and/or Municipality Related SIGNS. Temporary non-profit, public benefit and/or municipality related SIGNS shall be regulated as required in Subsection Q.~~

(2) All SIGNS shall be constructed, erected and maintained so as not to present a hazard to persons and property.

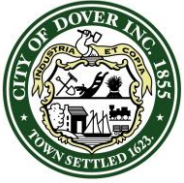
(3) All SIGNS shall be erected in such a manner so as not to obstruct free and clear vision along or onto a public right-of-way.

(4) All SIGNS shall be erected in such a manner so as not to obstruct the view of, be confused with or mistaken for any authorized traffic SIGN, signal or like device.

(5) The illumination of any SIGN shall be nonflashing; spot or floodlights shall be arranged so that the direct rays of light do not shine or reflect directly into adjacent properties or the line of vision ~~or of~~ of a motorist.

(a) FLASHING SIGNS are prohibited.

(b) Illuminance of the SIGN face shall not exceed the following standards:



CITY OF DOVER

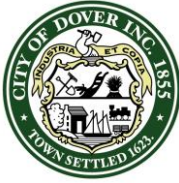
CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

- (i) ~~External illumination~~ **EXTERNAL ILLUMINATION:** fifty (50) foot-candles as measured on the SIGN face.
 - (ii) ~~Internal illumination~~ **INTERNAL ILLUMINATION:** five thousand (5,000) nits (candelas per square meter) during daylight hours, and five hundred (500) nits between dusk and dawn, as measured at the SIGN's face.
 - (iii) ~~Direct illumination~~ **DIRECT ILLUMINATION:** five thousand (5,000) nits during daylight hours, and five hundred (500) nits between dusk and dawn, as measured at the SIGN's face.
- (6) The top edge of a WALL SIGN shall be at least one (1) foot below the top of the wall or PARAPET wall. The top edge of a roof SIGN shall be at least one (1) foot below the roof ridge or the highest point of the roof if no ridgepole exists.¹
 - (7) No SIGN shall be painted or affixed with adhesive directly on the surface of a BUILDING.
 - (8) Rotating SIGNS or beacons, waving pennants or whirling devices are prohibited.
 - (9) Temporary SIGNS are prohibited, except as otherwise provided in Subsection Q.
 - (10) All SIGNS are prohibited within the public right- of-way, except as otherwise provided in this Section.
 - (11) The terms of this Section shall not be construed so as to exclude **apply to** SIGNS being necessary for the public welfare and, as such, are required by the municipal, **State, or Federal** government. ~~and historical associations, etc.~~
 - (12) The material and construction of any SIGN or supporting elements shall be in accordance with the Building and Electrical Codes (in use by the City at the time of installation) and all other applicable City regulations.
 - (13) On a CORNER LOT, no FREESTANDING SIGN or support element shall be erected to materially impede vision between a HEIGHT of two and a half (2 ½) feet and eight (8) feet above curb grades in the same area bounded by the STREET lines of such CORNER LOT and a straight line joining points along said STREET lines thirty (30) feet from point of their intersection except as otherwise provided in this Section.

¹See Figure 1 of the SIGN Diagrams, Part I, included at the end of this Chapter



CITY OF DOVER

CITY OF DOVER – ORDINANCE

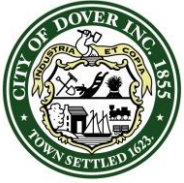
Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

- (14) Essential directional SIGNS not exceeding four (4) square feet, in area, are permitted indicating entrance and exit driveways. **Said SIGNS shall not be subject to the permitting requirements of this Section.**
- (15) SIGNS not exceeding two (2) square feet, in area, are permitted in parking LOTs indicating aisles or reserved areas or spaces. **Said SIGNS shall not be subject to the permitting requirements of this Section.**
- (16) **On a BUILDING or project under construction, or on a property currently for sale or rent, one additional SIGN is permitted and shall conform to the following additional regulations:**
- (a) One (1) SIGN not exceeding thirty-two (32) square feet **is permitted** on a BUILDING or project under construction, ~~identifying the architect, owner and/or contractor.~~ Such SIGN shall be removed upon the receipt of a CERTIFICATE OF OCCUPANCY **or upon the expiration of the BUILDING permit. Said SIGN shall not be subject to the permitting requirements of this Section.**
 - (b) **One (1) SIGN not to exceed four (4) square feet may be erected on a property currently for sale or rent. Said SIGN shall not be subject to the permit requirements of this Section.**
- (17) WALL SIGNS shall conform to the following additional regulations:
- (a) No WALL SIGN shall be located in such a manner so as to extend above the next floor's window sill or descend below the top of the lower floor's lintel.²
 - (b) In all nonresidential zoning districts where a business/premises fronts on more than one (1) public STREET or municipal parking LOT, one (1) WALL SIGN shall be permitted ~~for~~ **upon** each FRONTAGE. The SIGN AREA displayed shall not exceed that area permitted by the FRONTAGE on that public STREET or parking LOT.³
 - (c) In all nonresidential zoning districts, one (1) informational/directional WALL SIGN shall be permitted for each BUILDING entryway. Said SIGN shall not exceed four (4) square feet in area and shall not be illuminated. **Said SIGN shall not be subject to the permitting requirements of this Section.**
- (18) All FREESTANDING SIGNS shall conform to the following regulations:

²See Figure 2 of the SIGN Diagrams, Part I, included at the end of this Chapter.

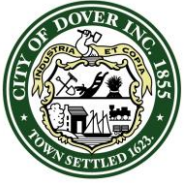
³See Figure 3 of the SIGN Diagrams, Part I, included at the end of this Chapter.

 CITY OF DOVER	CITY OF DOVER – ORDINANCE Agenda Item: 13.C.4. Ordinance Number: O – 2016.10.12 – 015 Ordinance Title: Updating the Dover Zoning Ordinance Chapter: 170 – Zoning – Section 32
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- (a) No FREESTANDING SIGNS shall be located in an area designated for parking unless said SIGN is protected along all sides by curbing. A four (4) foot clear space is required along all approaches.⁴
 - (b) No FREESTANDING SIGN shall be placed within fifty (50) feet of a low-density residential district (R-40, R-20) boundary.
- (19) All PROJECTING SIGNS shall conform to the following additional regulations:
- (a) PROJECTING SIGNS shall be attached to the main wall of the BUILDING.
 - (b) PROJECTING SIGNS shall be prohibited from projecting over a STREET, alley or other PUBLIC SPACE beyond four (4) feet eight (8) inches from a BUILDING facade or two-thirds (2/3) of the width of the SIDEWALK, whichever is less.⁵
 - (c) A clear space of not less than ten (10) feet shall be provided below all parts of a PROJECTING SIGN, except for residential nameplates.
 - (d) In all nonresidential zoning districts where a business/premise fronts on more than one (1) public STREET or municipal parking lot, one (1) PROJECTING SIGN shall be permitted ~~for~~ **upon** each FRONTAGE. The SIGN AREA displayed shall not exceed that area permitted by the FRONTAGE on that public STREET or parking lot.
- (20) Awnings may be used in lieu of permitted WALL SIGNS provided said letters, insignia or emblems do not exceed the square footage allowed for a WALL SIGN in the applicable zoning district.
- D. SIGNS permitted in residential districts. Any SIGN permitted in a Residential District shall conform to the following regulations (See tables for overview of permitted SIGNS):
- (1) CUSTOMARY HOME OCCUPATION SIGNS shall identify only the name of each occupant and the STREET address. Said SIGN shall not exceed two (2) square feet and shall not be subject to the permit requirements of this Section.
 - (2) ~~One (1) SIGN not to exceed four (4) square feet to announce for sale or rent real property or any part thereof upon which said SIGN is located~~ **may be erected on a property currently for sale or rent.** ~~Said SIGN shall not be subject to the permit requirements of this Section.~~

⁴ See Figure 4 of the SIGN Diagrams, Part I, included at the end of this Chapter.

⁵See Figure 5 of the SIGN Diagrams, Part I, included at the end of this Chapter.



CITY OF DOVER

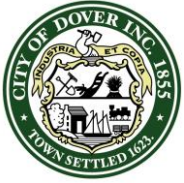
CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

- (3) One (1) SIGN not to exceed sixteen (16) square feet may be erected in connection with any legally permitted non-residential use, excepting home occupations and BED AND BREAKFASTs.
- (4) One (1) SIGN may be erected in connection with a lawfully maintained NONCONFORMING USE.
- (5) All nonresidential SIGNS may only be illuminated by a constant ~~indirect source of lighting~~ **EXTERNAL ILLUMINATION**. The lighting element shall be shielded and shall illuminate only the SIGN. No SIGN shall be illuminated after 9:00 p.m. **or before 6:00 a.m.**
- (6) One (1) SIGN not to exceed four (4) square feet may be erected in connection with a BED AND BREAKFAST.
- (7) No SIGN shall be located greater than eight (8) feet above the ground, whether freestanding or attached to a BUILDING.
- E. SIGNS permitted in CBD and CWD ~~districts~~ **Zones**. ~~SIGNS shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within such premises.~~ No SIGN in the CBD Downtown Gateway sub-district shall be illuminated after 9:00 p.m. or before 6:00 a.m. (See table for overview of permitted SIGNS.)
- (1) WALL SIGNS⁶
- (a) An additional one (1) square foot of SIGN AREA per one (1) foot of BUSINESS FRONTAGE shall be permitted, provided that the character of the SIGN conforms to mill motif design criteria. Refer to Subsection ~~Q~~ **O** for applicable criteria.
- ~~(2) FREESTANDING SIGNS~~
- ~~(a) Where a PRINCIPAL BUILDING fronts on more than one (1) STREET, one (1) FREESTANDING SIGN may be erected for upon each FRONTAGE.~~
- F. SIGNS permitted in B-3 ~~district~~ **Thoroughfare Business District**. ~~SIGNS shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within said premises.~~ (See table for overview of permitted SIGNS.)

⁶ See Figure 6 of the SIGN Diagrams, Part II, included at the end of this Chapter.



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

(1) FREESTANDING SIGNS

- (a) Where a PRINCIPAL BUILDING fronts on more than one (1) STREET, one (1) FREESTANDING SIGN may be erected ~~for~~ **upon** each FRONTAGE, provided that the BUILDING complies with applicable SETBACKS.
- (b) One (1) FREESTANDING SIGN shall be permitted for every principal entryway to a SHOPPING CENTER. Such SIGNAGE shall be a distance of five hundred (500) feet apart.

G. SIGNS permitted in B-1 ~~district~~ **NEIGHBORHOOD Business Districts**. ~~SIGNS shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within said premises.~~ No SIGN shall be illuminated after 9:00 p.m. **or before 6:00 a.m.** (See table for overview of permitted SIGNS.)

(1) PROJECTING SIGNS

- (a) All PROJECTING SIGNS shall only be illuminated by a constant ~~indirect source of lighting~~ **EXTERNAL ILLUMINATION**. The lighting element shall be shielded and shall illuminate only the SIGN.

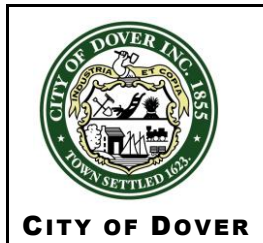
H. SIGNS permitted in O ~~district~~ **OFFICE District**. ~~SIGNS shall relate only to the premises upon which they are located, identifying the occupancy of such premises or services available within said premises.~~ No SIGN shall be illuminated after 9:00 p.m. **or before 6:00 a.m.** (See table for overview of permitted SIGNS.)

- (1) SIGNS shall only be illuminated by a constant ~~indirect source of lighting~~ **EXTERNAL ILLUMINATION**. The lighting element shall be shielded and shall illuminate only the SIGN.

I. SIGNS permitted in ~~Industrial Districts~~ I-1, I-2, and I-4 **districts**. ~~SIGNS shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within such premises.~~ (See table for overview of permitted SIGNS.)

(1) FREESTANDING SIGNS

- (a) Where a PRINCIPAL BUILDING fronts on more than one (1) STREET, one (1) FREESTANDING SIGN may be erected ~~for~~ **upon** each FRONTAGE, provided that the BUILDING complies with applicable SIGNAGE SETBACKS.
- (b) Two (2) FREESTANDING **DEVELOPMENT IDENTIFICATION** SIGNS shall be permitted ~~within an~~ **per** approved industrial park, provided that the



CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

combined square footage of such SIGNS does not exceed five hundred (500) square feet in area, ~~that they are used solely for the purposes of identifying the park, its occupancies and uses, location and layout,~~ and that, if on a CORNER LOT, such SIGNS shall be set so as to not materially impede vision.

- J. SIGNS permitted in ETP and B-4 Districts. ~~SIGNS shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within such premises.~~ (See table for overview of permitted SIGNS.)

(1) FREESTANDING SIGNS

- (a) Where a development fronts on more than one (1) public STREET or roadway, one (1) FREESTANDING SIGN shall be permitted ~~for~~ **upon** each FRONTAGE.
- (b) Each FREESTANDING SIGN shall not exceed sixteen (16) feet in HEIGHT, except as provided for below, and shall be permanently affixed to the ground. Notwithstanding, FREESTANDING SIGNS fronting on the Spaulding Turnpike shall not exceed thirty (30) feet in HEIGHT.
- (c) SIGN AREA shall not exceed sixty (60) square feet in area. Notwithstanding, a FREESTANDING SIGN fronting the Spaulding Turnpike shall not exceed one hundred (100) square feet in area.

- K. SIGNS permitted in the B-5 ~~district-Commercial/Retail District~~ ~~SIGNS shall relate only to the premises upon which they are located, identifying the occupancy of such premises or advertising the articles or services available within such premises.~~ (See table for overview of permitted SIGNS.)

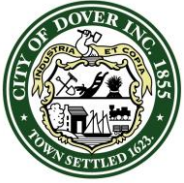
(1) FREESTANDING SIGNS.

- (a) Where a development fronts on more than one (1) public STREET, one (1) FREESTANDING SIGN shall be permitted ~~for~~ **upon** each FRONTAGE.

Notwithstanding, no FREESTANDING SIGN shall be allowed on Old Rochester Road.

- L. Political advertising SIGNS. Political advertising SIGNS are permitted as ~~follows:~~ **per the political advertising SIGN provisions of State law.**

- (1) ~~The provisions of this Section are in addition to the political advertising SIGN provisions of State law.~~



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

~~(2) The person whose name appears on a political advertising SIGN, or the person providing consent to placement, is responsible for the placement of and removal of the SIGN.~~

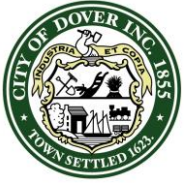
~~(3) No SIGN in any district shall be larger than sixteen (16) square feet.~~

~~(4) Removal of a political advertising SIGN not placed or removed in accordance with State law or local ordinance shall be subject to an administrative fine as contained in the local fee schedule.~~

M. Obsolete SIGNS. Any SIGN which is located on property which becomes vacant and unoccupied for a period of more than six (6) months ~~or any SIGN which pertains to a business, service activity or event which no longer applies because of discontinuance or relocation of said business, service, activity or event~~ shall be deemed to have been abandoned, and the SIGN shall be considered obsolete. Such obsolete SIGNS are prohibited and shall be removed by the owner of the SIGN or owner of the premises. In the event that the said SIGN(s) and support(s) are not removed as requested by the Zoning Administrator, the City of Dover may remove said STRUCTURE(s) and assess all costs and expenses incurred in said removal against the STRUCTURE's owners and/or the owner of the land upon which said STRUCTURE(s) is located.

N. Nonconforming SIGNS. A SIGN installed prior to the effective date of this Section which meets the applicable requirements of the zoning code then in effect but which is not in conformance with the provisions of this code shall be deemed a permitted nonconforming SIGN ~~if a permit is obtained for said SIGN within six (6) months after the effective date of this Section.~~ Such nonconforming SIGN shall, however, be subject to the following regulations.

- (1) No nonconforming SIGN shall be altered in any way in STRUCTURE or material, which makes the SIGN less in compliance with the requirements of this Section than it was before the alterations.
- (2) No nonconforming SIGN shall be relocated to a position making it less compliant with the requirements of this Section.
- (3) Non-conforming FREESTANDING SIGNS and PROJECTING SIGNS may be replaced upon approval of a SIGN permit application, provided that the support STRUCTURE of the SIGN remains in place and the dimensions of the SIGN are the same or smaller. If any other nonconforming SIGN is replaced, it shall be replaced in total with a SIGN that is in conformance with the provisions of this Section.

 CITY OF DOVER	CITY OF DOVER – ORDINANCE Agenda Item: 13.C.4. Ordinance Number: O – 2016.10.12 – 015 Ordinance Title: Updating the Dover Zoning Ordinance Chapter: 170 – Zoning – Section 32
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- (4) Should a nonconforming SIGN be destroyed by any means to an extent of more than seventy-five percent (75%) of its replacement cost at the time of its destruction, it shall not be reconstructed except in conformity with the provisions of this Section.

O. Mill motif design criteria.

(1) Intent.

- (a) A recurring architectural theme exists within the Central Business District, where the use of brick, granite and slate dominates much of the existing commercial BUILDING stock. Influenced by the early 19th century mill development, SIGNAGE was closely integrated with the style and composition of the BUILDING, often consisting of handsomely carved and painted wooden signboards. The use of dark background tones, highlighted with bright lettering was dominant. PROJECTING SIGNS were typically constructed from dark-hued metal, cast iron in particular, and internal lighting or use of plastics, aluminum and vinyl was nonexistent.
- (b) The use of a mill motif SIGNAGE theme is an attempt to promote a style or architectural continuity within Dover's urban center. Within the defined mill motif theme, a great amount of flexibility is permitted where design and materials are involved, and all SIGNAGE should be guided by general design criteria.

(2) SIGN location.

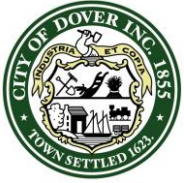
- (a) Every SIGN shall be required to be an integral part of its BUILDING.

SIGNS shall be located with respect to the basic architectural framework of the BUILDING, so as not to obscure the primary elements (door and window openings and decorative facade treatments) of a BUILDING's framework.

(3) SIGN composition.

(a) Lettering.

- (i) No more than one (1) font shall be permitted per SIGN. More than one (1) size is permitted.
- (ii) Letters may be attached to the BUILDING façade.
- (iii) Light-colored letters on a dark background are required.



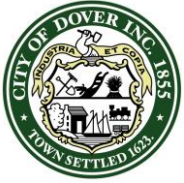
CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

- (iv) Lettering shall be located so as not to obstruct architectural detailing on the BUILDING face.
 - (v) Product trademarks are not permitted. Generic trade symbols (e.g., a shoe for a cobbler, a mortar and pestle for a druggist) are permitted.
 - (vi) Letter styles shall be limited to the classic genre, i.e., Copperplate Gothic, Times, Franklin Gothic, Benton, Clarendon, Haas Helvetica, Folio Caravelle Medium, Windsor, and Times Roman.
 - (vii) The size of the lettering shall be in proportion to both the SIGN configuration and the BUILDING.
- (b) Color.
- (i) No more than three (3) colors are preferred, plus black and white. Differences in shade or hue are considered different colors. Lettering is limited to one (1) color.
 - (ii) Colors used in SIGNAGE should relate to the color composition of the BUILDING material and be compatible with them.
 - (iii) The determination of SIGN color must relate to the degree of contrast between the SIGN lettering and SIGN background.
- (c) Lighting.
- (i) ~~Internally lit or back-lit SIGNs~~ **INTERNAL ILLUMINATION and DIRECT ILLUMINATION** are prohibited.
 - (ii) Only shielded ~~indirect light~~ **EXTERNAL ILLUMINATION** shall be permitted if lighting is used.
- (d) Materials.
- (i) The appearance of traditional materials, such as wood, glass, brass, bronze or iron, is required.
 - (ii) Wooden SIGNs shall be constructed of dense, clear wood that adapts to engraving/carving and paint or stain. The use of plywood shall be limited to overlay, exterior or marine plywood.



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

- (iii) PROJECTING SIGNs shall be supported by black, iron attachments to the BUILDING. Guy wires shall not be permitted as a principle SIGN support member.
- (iv) No support for a PROJECTING SIGN shall extend above the cornice line of the BUILDING to which it is attached.

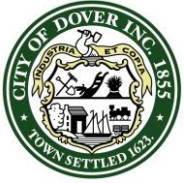
(2) Permit process

- (a) The Zoning Administrator shall be responsible for the issuance of SIGN permits relative to mill motif accessory SIGNs. Application for said SIGNs shall include the following items:
 - (i) A scaled elevation drawing of the entire BUILDING façade(s).
 - (ii) Proposed SIGN clearly delineated on the elevation drawing.
 - (iii) Detailed drawings indicating materials, size, colors and style of lettering, lighting and attachment method.
 - (iv) A photograph of the BUILDING.
 - (v) A sample color rendering of the intended SIGN.
- (b) Upon completion of the review, the Zoning Administrator will approve or disapprove the application and inform the APPLICANT of the decision in writing.

P. Fees for the review of SIGNAGE are set annually and may be found in the City's Fee Schedule.

Q. ~~Temporary~~ **TEMPORARY** SIGNs. No ~~temporary~~ **TEMPORARY** SIGN shall be erected or placed in the City of Dover without a temporary sign permit issued by the Planning Department, except as noted in Subsection (1)(b). The following regulations shall apply:

- (1) ~~Business Advertising. Business advertising~~ **TEMPORARY** SIGNs are **prohibited in all residential zoning districts (R-40, R-20, R-12, RM-SU, RM-U, HR, CBD-R) and the NEIGHBORHOOD Business District (B-1).** ~~permitted in the CBD-General, CBD-Downtown Gateway, CBD-Mixed Use, CBD-TOD, CWD, B-3 and B-5 Districts only and~~ **Where permitted, TEMPORARY** SIGNs are subject to the following regulations:



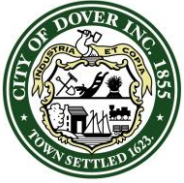
CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

- (a) ~~Special Events.~~ **TEMPORARY SIGNs Allowed with One-Week Permit.** A ~~business LOT or tenant~~ may obtain a ~~temporary~~ **TEMPORARY SIGN** permit for a ~~special event one week~~, provided that all of the following conditions are met:
- (i) ~~Special events shall include sales, product promotions, business sponsored fundraisers and other similar events.~~
 - (ii) ~~Special event temporary~~ **(i) One-week TEMPORARY SIGN** permits are valid for a consecutive seven (7) day period and may be obtained once every three (3) months, for a maximum of four (4) ~~special event one-week~~ **TEMPORARY SIGNs** per business per year. If a ~~special event SIGN~~ the permit is not used in one (1) quarter, it shall not be carried over to the next quarter.
 - (iii) **(ii)** The ~~special event TEMPORARY SIGN~~ shall be limited to twenty-four (24) square feet in size and shall not be placed in such a manner so as to create a traffic or safety hazard. **Banner type TEMPORARY SIGNs are permitted only in the B-3 and B-5 Zoning Districts.**
 - (iv) **(iii)** The ~~special event TEMPORARY SIGN~~ shall be removed within twenty-four (24) hours after the end of the ~~event~~ **approved display period**. If a ~~special event the TEMPORARY SIGN~~ or banner is not removed within twenty-four (24) hours, the **TEMPORARY SIGN** or banner may be removed by the City of Dover.
 - (v) **(iv)** If the **TEMPORARY SIGN** is located on a City SIDEWALK or within a public right-of-way **directly in front of the BUILDING**, the requirements in Subsection Q.(1)(d) must be met.
- (b) **TEMPORARY SIGNs** allowed without a permit. One (1) ~~temporary~~ A-frame sandwich board **TEMPORARY SIGN** is permitted per ~~business LOT or tenant~~ and does not require a permit, provided all of the following conditions are met:
- (i) The **TEMPORARY SIGN** is not located on a City SIDEWALK or within a public right-of-way.
 - (ii) The maximum size of the **TEMPORARY SIGN** is eight (8) square feet.
 - (iii) The **TEMPORARY SIGN** must be placed directly in front of the ~~business~~ **BUILDING** at a distance no greater than two (2) feet from the BUILDING and must not impede pedestrian or handicapped access to the business or adjacent businesses.



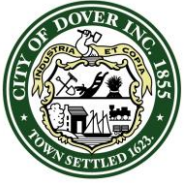
CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

- (c) **TEMPORARY** SIGNs allowed with annual permit. One (1) ~~temporary~~ **TEMPORARY** SIGN shall be permitted per each PRINCIPAL BUILDING. BUILDINGs with an excess of one hundred (100) feet of STREET FRONTAGE shall be permitted one (1) additional ~~temporary~~ **TEMPORARY** SIGN per every **additional** one hundred (100) feet of STREET FRONTAGE. See District Tables of Use for additional requirements.
- (i) If the **TEMPORARY** SIGN is located on a City SIDEWALK or within a public right-of-way **directly in front of the BUILDING**, the requirements in Subsection Q.(1)(d) must be met.
- (ii) The following additional regulations shall apply to **TEMPORARY** SIGNs located in the CBD-General District:
1. The structure of the ~~temporary~~ **TEMPORARY** SIGN must consist of medium density overlay plywood, or a similar durable wood-like material which can withstand the weather, or metal (except as supplemented by material for changeable messages, see below). The use of other materials is permitted if styled and composed to imitate wood or metal.
 2. Any graphics, lettering, words, numbers, messages and/or symbols on the ~~temporary~~ **TEMPORARY** SIGN shall be applied directly onto the surface of the SIGN and/or shall be made with SIGN plastic film.
 3. The material for changeable messages shall be either chalk board or dry erase board. **TEMPORARY** SIGNs with moveable slide-in plastic letters are not permitted.
 4. **TEMPORARY** SIGNs using stencils or spray paint are not permitted.
 5. **TEMPORARY** SIGNs may not be painted traffic yellow or construction-zone orange or use any reflective or fluorescent materials.
- (d) **TEMPORARY** SIGNs located on a City SIDEWALK or within a public right-of-way. **TEMPORARY** SIGNs located on a City SIDEWALK or within a public right-of-way shall meet the following requirements:
- (i) A certificate of insurance in the amount of one hundred thousand (\$100,000.00) dollars (bodily injury/property damage) shall be filed as part of the ~~temporary~~ **TEMPORARY** SIGN permit application to ~~assure~~ **ensure** sufficient liability coverage of the APPLICANT.



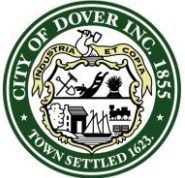
CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item: 13.C.4.

Ordinance Number: **O – 2016.10.12 – 015**
Ordinance Title: Updating the Dover Zoning Ordinance
Chapter: 170 – Zoning – Section 32

- (ii) A hold-harmless certification letter shall be filed as part of the temporary SIGN permit application to relieve the City of Dover from bodily injury and property damage liability.
 - (iii) **TEMPORARY** SIGNs shall only be displayed during business hours.
 - (iv) A five (5) foot, clear passageway must be maintained at all times.
 - (v) **TEMPORARY** SIGNs shall be located **directly** in front of the **BUILDING** or **in front of the space within the BUILDING** occupied by the business or in front of the space occupied by the business if the business is located in a multi-tenant **BUILDING**. **TEMPORARY SIGN owner.”**
- (2) **Community SIGNs. With a permit, TEMPORARY SIGNs may be located in the public right of way at Central Square, Weeks Crossing, and the intersections of Durham Road and Back River Road, Sixth Street and Indian Brook Drive, and Knox Marsh Road and Littleworth Road provided that the following requirements are met:**
- (a) **Community SIGNs shall be a-frame/sandwich board type and no larger than six (6) square feet in area and no greater than three (3) feet in height.**
 - (b) **No more than three (3) permits shall be issued per location, per display period.**
 - (c) **Each week of the year shall constitute one display period. No APPLICANT will be issued a community SIGN permit for more than twelve (12) display periods per calendar year.**
 - (d) **Applications for community SIGN permits will be accepted by the Planning and Community Development Department only during the week prior to the display period. Applications will not be accepted in advance unless an entire calendar year’s display schedule and payment of fees are submitted by the APPLICANT. Permits will be granted on a first-come, first-served basis.**
 - (e) **Applications must be signed by the property owner (APPLICANT or APPLICANT’s landlord) and shall include:**
 - (i) **A certificate of insurance in the amount of one hundred thousand dollars (\$100,000.00) (bodily injury/property damage) to ensure sufficient liability coverage of the APPLICANT.**

 CITY OF DOVER	CITY OF DOVER – ORDINANCE	
	Ordinance Number: O – 2016.10.12 – 015 Ordinance Title: Updating the Dover Zoning Ordinance Chapter: 170 – Zoning – Section 32	Agenda Item: 13.C.4.

- (ii) **A hold-harmless certification letter to relieve the City of Dover from bodily injury and property liability.**
- (f) **A display period sticker will be issued with the community SIGN permit and shall be affixed to the lower right corner of the SIGN face.**

3. AMENDMENT

Chapter 170 of the Code of the City of Dover, entitled Zoning, is hereby amended by revising Chapter 170-12 “Applicability of Tables of Use and Dimensional Regulations By District” by revising the Sign Regulations Table in the Hotel/Retail (B-4) District, Restricted Industrial (I-1) District, Rural Restricted Industrial (I-2) District, Assembly and OFFICE (I-4) District, Executive and Technology Park (ETP) District, Hospital (H) District, Office (O) District), and Little Bay Waterfront (LBW) District to add TEMPORARY SIGNS as a permitted sign type.

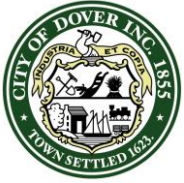
4. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

REQUIRES A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Councilor Dennis Ciotti City Council Planning Board Representative
Approved as to Legal Form and Compliance:	Anthony Blenkinsop City Attorney		
Recorded by:	Karen Lavertu City Clerk		

 CITY OF DOVER	CITY OF DOVER – ORDINANCE		Agenda Item: 13.C.4.
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	Chapter:	170 – Zoning – Section 32	

DOCUMENT HISTORY:

First Reading Date: Approved Date:	Public Hearing Date: Effective Date:
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DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier		
Councilor John O'Connor, Ward 1		
Councilor Dennis Ciotti, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Marcia Gasses, Ward 4		
Councilor Dennis Shanahan, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Sarah Greenshields, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL: